

HONORABLE JUDGE HILL

*Judge may be changed  
may be Criminal Court*

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2  
3 IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON IN AND FOR THE COUNTY  
4 OF KING AT MALENG REGIONAL JUSTICE CENTER LOCATED IN TH CITY OF KENT.

5 CLINTON M TULLIS AND MARGARET L TULLIS No. 10-2-25699-7 KNT  
6 and the Palimony Relationship thereof ProSe  
7 PLAINTIFFS PRIMARY WITNESS'ES  
8  
9 # 1. GMC AGENCY: CORNFORTH CAMPBELL ----- No. #1 Responsibility of Washington State  
10 A DEALERSHIP AT PUYALLUP, WASHINGTON Agency: as Underwriters Insurance  
11 DEFENDANTS Company Agent Rashelle Woolcott  
12  
13 # 2.a. Law Firm of WEIL, GOTSHALL & MANGES, LLP No. 2.a. Law Firm: Willful-Malicious Conduct  
14 Representing GMC through: Motors Liquidation Co. of Criminal order to Plaintiffs: to cancel  
15 # 2.b. Now officiated BY Bankruptcy Court Judge Case within five days or be prosecuted.  
16 HONORABLE ROBERT E. GERBERT for DISPOSITION  
17 OF GENERAL MOTORS BANKRUPTCY DEBTS.  
18  
19 # 3. GENERAL MOTORS CORPORATION No. 3. Cannot Take Bankruptcy or find other  
20 Washington State Criminal Laws: RCW 9A.08.030 means to hide Values.  
21 RCW 9A.28.040, RCW 9A.28.020  
22 DEFENDANTS  
23  
24  
25

1.  
DISCLOSURE OF PRIMARY WITNESSES

1. Disclosure of Primary Witnesses: Son in Law: Ken Kallainen, Daughter: Mellanie D. Kallainen and  
two Children: Amanda Kallainen now 19 years of age and Alexandria Kallainen now 17 years of age.  
1a.. The primary witnesses and two smaller children ; all rode in Kens Ford Truck that pulled Plaintiffs  
Trailer to a Camp Ground near the city of Bandon- Oregon; on the Oregon Coast for three years.  
1b. Plaintiffs followed the Kallainens in Plaintiffs Mercury Sedan, with two bicycles loaded on the back.  
1c. The trailer was loaded with Plaintiffs clothes, cooking supplies, four bicycles and Plaintiffs Tools.  
1d. Several times on a curve or on a narrow road; The Travelers coming from behind or from the other  
direction, caused Ken to have to suddenly hesitate and had no problems controlling the situation.  
1e. Plaintiffs were led to believe that the General Motors Suburban and Trailer Brake Control Purchased  
from Comforth Campbell would afford the same accommodation.

Clinton M. Tullis and Margaret L. Tullis  
and the palimony relationship thereof as ProSe  
16300-184<sup>th</sup> Ave, S.E. Renton, WA. 98056-0903

2. Unknown to Plaintiffs: Neither, the suburban or the trailer Brake Control were safe and actually capable of fully responding in an emergency and affording such security on the fast highways of that time.

2a.. Plaintiffs Trailer brake control, mounted as an inspiration to Plaintiffs to purchase the Suburban; was The Major cause of a very serious collision on Interstate No. Five coming North towards Centraillia, Washington, at about 1 PM on a very clear day.

2b.This also led to discovery that the GMC Suburban Steel Channel Frames and Steering assembly would not hold together in a light contact.

2c. We all enjoyed the Camping privileges of the Trailer; Including the Loaded Bicycles, eating accommodations, and sometimes a protection from a Lite-ning Storm.

2c1. Plaintiff enjoyed waking up and finding from one to three children sitting at our table waiting for Grandmothers Pan-Cakes, Cereals and eggs. Then telling Gramps that it was time to take a bicycle ride through the camping area, then to the sandy playgrounds for Swings, Climbing and sliding, and occasionally a bicycle ride for a couple miles to play in the ocean sands and also finding special rocks on the beaches etc. This Grandpa and Grandma have certainly missed ever since our accident.

2c2. We Question whether any of the four children have forgotten some of the aspects of these glorious adventures. No matter how young they were. They all joined in some details of the adventures on the Oregon Coast including shopping and dining and the sands. Plus the Wild Animal Park and of course, learning how to use a Fishing pole and catch some Nice Lake Trout.

2c3. These are some of the memories that will be remembered, if they would care to answer a juror's question from facts he or she (the juror) already has been exposed, because Grand Pa will have a copy of this letter in the Judges and Juries hands along with the files of the Defendants Perjury's such as:

2c4. ("This is a "Quality Pre-Owned Vehicle." Has Passed A Rigid Inspection, Has Been Reconditioned To The highest Standards, Extended Service Agreement May Be Available.)

2d. The day of Plaintiffs dilemma of the Suburban collapsing in the middle; Our Kallainen family

Showed up after the accident and quickly went to the near hospital in Centralia to check on Margaret whom was badly injured and was delivered to the hospital by Ambulance, to be medically examined and given a good Nights rest.

111.

**TRANSPORTATION**

3. After finding Margaret would be ok, Kallainens went to their home at Bonnie Lake Washington to unload and spend their night at home.

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3a. The next morning, Kallainen's drove back to Centralia, to get Plaintiffs and all of our Camping and Traveling Equipment, from the Suburban, and Trailer; Both having collapsed in the center, caused from the Trailer brake control failure.

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9  
3b. We were later informed by a Recreational Vehicles Sales Manager, that the Trailer Brake Control installed by Cornforth Campbell was known to collapse within seconds of an emergency use.

7  
8  
9  
3c. Defendants: Cornforth Campbell had promised Plaintiffs a Booklet on the Trailer Brake Control that had been ordered and should arrive soon. This was a continuance of their Perjury as; on the perfected conditions of the Suburban Plaintiffs had purchased from Cornforth Campbell. See Exhibit nos. 2 - 7.

10  
It was difficult for the Kallainen Family to believe the Trailer had collapsed

11  
3d. The afore-mentioned dilemma is the result of Plaintiffs "well qualified" Law Suit.

12  
3e. The Kallainen's are well qualified as witnesses.

13  
14  
Court Judge

15  
Date

16  
To Later Be Determined

17  
No 1 witness

18  
KEN KALLIAINEN Phone No. 253-261-8593 = Cell No.

19  
20  
21  
22  
The older girls have discovered Summer Jobs, making it difficult to take time off. Their mother is their TAXIE SERVICE. Plaintiff believes that Ken should be addequate for assistance in this case. Plaintiffs believe that we should only need Ken for the 2nd or 3rd day and even this could be by phone. He is willing to show on the day picked by the Court.

23  
24  
25  
Clinton M. and Margaret L Tullis ProSe  
16300-184<sup>th</sup> ave. S.E. Renton, Wa. 98058  
phone: 425-226-7399 or 206-713-4950

CLINTON M TULLIS AND MARGARET L. TULLIS  
and the Palimony Relationship thereof ProSe

No. 10-2-25699-7 KNT

PLAINTIFFS

1 # 1. GMC AGENCY: CORNFORTH CAMPBELL ----- Responsibility of This Washington  
A DEALERSHIP AT PUYALLUP, WASHINGTON  
DEFENDANTS Dealership Agency: is out of State Underwriters  
Insurance Company Agent:Rashelle Woolcott

2 # 2. Law Firm of WEIL, GOTSHALL & MANGES, LLP -----Law Firm:Willful-Malicious Conduct, Directed  
3 Representing GMC through: Motors Liquidation Co. a Criminal order to Plaintiffs: to cancel this  
DEFENDANTS Case within five days or be prosecuted

4 # 3. GENERAL MOTORS CORPORATION No.3. Cannot Take Bankruptcy or find other means  
5 Combined with No1 above DEFENDANTS to hide Values: Defied Wa. State Criminal Laws  
RCW.9A.08.030, RCW 9A.28.040, RCW 9A.28.020

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6 #2.Above:Defendants, Recently Transmitted GMC No.4. All Business to the Judge shall be filed through  
7 Defendants to Officiating Bankruptcy Court Judge: the United States Clerk of the Bankruptcy Court  
HONORABLE ROBERT E.GERBERT for the Southern District of New York at  
8 To dispose of General Motors Bankruptcy Debts Alexander Hamilton Custom House, "One  
(" Bankruptcy Courts Web Sight") Bowling Green", New York, New York 10004.  
([www.nysb.uscourts.gov](http://www.nysb.uscourts.gov)) for all parties at ([www.motorsliquidationdocet.com](http://www.motorsliquidationdocet.com)).

10 A & B : Nos. 1,2 & 3  
ACTION OF DEFENDANTS

11 .(A): The Nos. 1 & 3 above conspiring Defendants were believed to be, and therefore alleged to be, all  
12 Doing business and officially responsible of safety performance of new and used vehicles as a  
General Motors Agency advertised as a GMC Mr. Good-Wrench Dealership, operated by Cornforth  
13 Campbell in the City of Puyallup, State of Washington.

14 (B): The No.2 above conspiring "Defendants Law Firm"; is positively ordered to pay an additional Five  
15 Million Dollars to Plaintiffs from the Law Firms, Criminal order, to Plaintiffs to cancel General Motors  
Debt To Plaintiffs within five days or be incarcerated. Nothing Printed in Washington State Law Books  
have Honored Criminals, or those assisting in Criminal acts such as performed by Defendants.

16 C.

17 DEFENDANTS CRIMINAL (CULPABLE) NEGLIGENCE

18 C. Such Negligence is necessary to incur Criminal Liability; In most jurisdictions , culpable (Criminal)  
negligence is something more than the slight negligence necessary to support a civil action for  
damages: 133 N. Y. C., 2d 423, 427. Thus Culpable Negligence, under "Criminal Law", is Recklessness  
or Carelessness resulting in Injury or Death, as imports a thoughtless disregard of consequence or a  
heedless indifference to the Safety and Rights of Others, 855.E.2d 337,332; See Also Perkins and Boyce  
Criminal Law 841 (3d ed,1982). Reference to (Cornforth-Campbell acts)

20 1. Plaintiffs Motion For Trial Dates to change to September (9-19-11) or October (10-17- 11).  
21 2. Plaintiffs Demand a Grand Jury Trial and to Retain: Requested Monetary Assists for Injuries.  
22 3. Plaintiffs Contemplate Termination of this Case within Five Days & There is a Month End of an  
Additional Four Days if Questionably Needed.  
23 4. Plaintiffs Motion for the Honorable Judge to take: JUDICIAL OATH OF OFFICE.

Case No. 10-2-25699-7 KNT

1 This Day; Plaintiffs have sent New Briefs and the Main: "Bundled Exhibits" showing Defendants  
2 Declarations of Perfect Condition of A GMC Suburban to influence Plaintiffs in Purchasing same, meaning  
3 to Improve Plaintiffs Periodic Vacationing, with a Wilderness Trailer to Join Family Members in Eastern  
4 and Western Oregon and in Idaho and Colorado.

5 The Bundled Exhibits are being sent to the General Motors Bankruptcy Court and originally were bundled  
6 to quell the Legal Firm of Weil, Gotshall and Manges that had suddenly threatened Plaintiffs declaring that  
7 their Bankruptcy Court ordered an "Automatic Stay of Proceedings", and they would throw Plaintiffs in Jail  
8 if We did not Drop our case within Five Days.

9 Plaintiff Immediately sent to the Legal Firm, The Bundled Exhibits showing the Defendants Criminal Acts  
10 and that their Stay was not honored in Washington State Law.

11 This offered confusion as I also delivered a Bundle of Exhibits to the Clerk of the Court of which I had no  
12 original intent of doing; but Plaintiff knew that the Superior Court Rules were to send the Court Clerks  
13 examples of each delivery to Defendants and even though, Plaintiff did not desire to turn our bundle of  
14 Exhibits over to the Clerk, Plaintiffs thought we had an obligation to do so as we were sending a copy of  
15 the bundled Exhibits to the Bullying Legal Firm of Weil, Gotshal and Manges and we were caught in the  
16 middle of immediately thwarting their illegal intent. Plaintiff also immediately in a Brief, Sent them a Brief  
17 containing an additional result of their actions to be \$5,000,000.00 Penalty to their Firm.

18 Plaintiff, A short time later contacted Defendants=Cornforth-Campbell Insurance Agent in California and  
19 She told Plaintiffs that the Honorable Judge Hill had told her that she had closed our Case.

20 Plaintiff has not as yet been informed of this and I am not certain of whether she "Honorable Judge Hill  
21 Remains on the Case. Plaintiffs are not too impressed with the thought of her blowing her Cork without  
22 first finding out why Plaintiff had given a copy of our Briefs to the Court Clerk, that absolutely are  
23 remaining as the best determination of closing in Plaintiffs favor with or without our planned Jury Trial.

24 This upset Judge Hill when I took her a copy and of course she had a large room of personnel sitting on a  
25 case she was in the middle of; She had her assistant that had came from her Court room and accepted  
26 the bundle of exhibits for and to her. She had him run back to the door and give the bundle back to me.  
27 She screamed to me that I should have the Defendants Prosecuted of which was not my privilege and  
28 We do not desire to lose our deserved monetary retribution for the massive injuries and physical and  
29 mental suffering which appears to remain during the rest of our lives. Change of Court remains a privilege  
30 And we will welcome this privilege if so desired, and it remains our extension of the original case as  
31 formatted within our Briefs. We have a right to collect payment of requested monetary values as submitted  
32 through-out Plaintiffs briefs of which also contain many Washington State Laws on the Crimes Committed  
33 By Defendants.

34 Hopefully; Plaintiffs case will result in Washington State Laws and Rules to Automobile Manufacturers  
35 and Sales Agency's to be held responsible for all vehicles being in first class construction and Condition.  
36 Of Frames and Steering or their right to function within this State will forever be barred. This also Negates  
37 Vehicles purchased outside of Washington and are brought within Washington State Boundaries and will  
38 result in confining whether Automobiles, Trucks, Pick-ups, etc. They should be stopped and incarcerated.  
39 This is multiplied as more valuable than emission control to our citizens. All and any of us are placed in  
40 dangers of vehicles that the public trusts to be ready for use. Speed Controls mounted on vehicles should  
41 also be removed. They are also responsible for many accidents and injuries. You cannot turn off Speed  
42 Controls with Air Bags forcing you away from the Dash-Board.

there will be no omnibus hearings.  
 Defendants have heavily abased process from their  
 trusted business.  
 They cannot escape their crimes  
 committed

*This may be changed*

HONORABLE JUDGE HILL

1  
 2  
 3  
 4 IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON IN AND FOR THE COUNTY  
 5 OF KING AT MALENG REGIONAL JUSTICE CENTER LOCATED IN CITY OF KENT

6 CLINTON M. TULLIS AND MARGARET L. TULLIS  
 7 and the palimony relationship thereof as Pro Se  
 Plaintiffs

No. 10-2-25699-7 KNT

8 No.1. GENERAL MOTORS CORPORATION ----- AGENCY PERJURED QUALITY PARTNERSHIP  
 Defendants

9 No.2. DEALERSHIP of CORNFORTH-CAMPBELL ---PURJURED DANGEROUS VEHICLE SALE TO  
 Defendants PLAINTIFFS; NEVER ENDING CAUSE OF  
 10 *All Criminal acts* SURGERYS, PACE MAKER, EYES, EARS and  
*WA. Law could lead to incarceration* BODY, MEDICAL CARE FOR SURVIVAL  
*advise looking at WA. State Criminal Laws.*

11 No.3. Law Firm of WEIL, GOTSHAL, & MANGES, LLP. --(THREAT TO JAIL PLAINTIFFS IF CASE  
 12 Representing GMC through Motors Liquidation Company ---NOT ERASED FOR GENERAL MOTORS)  
 & Its Affiliated Debtors Defendants Have recently Transferred the total  
 13 Responsibility:

14 To: HONORABLE FEDERAL JUDGE "ROBERT- E. GERBERT"---Through The United States Clerk  
 15 of the Bankruptcy Court for the Southern District of New York at Alexander Hamilton Custom  
 House, One Bowling Green, New York, New York 10004. Bankruptcy Court's Web Sight.  
 16 [www.nysb.uscourts.gov](http://www.nysb.uscourts.gov)) for all parties at: [www.motorsliquidationdocet.com](http://www.motorsliquidationdocet.com)).

17 I.  
 18 DEFENDANTS CRIMINAL ACTS & RESULTS

19 1.a. The Nos. 1 & 3 above conspiring Defendants were believed to be, and therefore alleged to be, all  
 20 doing business and officially responsible of safety performance of new and used vehicles as a General  
 21 Motors Agency advertised as a GMC Mr. Good Wrench Dealership operated by Cornforth Campbell,  
 22 In the city of Puyallup, State of Washington.

23 1a1.No. 3: Law conspiring Defendants Firm, listed above as Weil, Gotshall, & Manges,LLP; Representing  
 24 GMC through: Motors Liquidation Company, ordered Plaintiffs to cancel General Motors Debt to  
 25 Plaintiffs within five Days or go to jail.

PERJURED VEHICLE SALES

1a2. Plaintiffs responded with the fact that Defendants were not knowledgeable of Washington State Laws  
and Plaintiffs declared an order to Defendants to pay Plaintiffs Five Million Dollars for their treachery.

1a3. **Pierce County Sheriff's Office served Plaintiffs recent Summons and Complaint to Cornforth  
Campbell at 305, 2<sup>nd</sup> St. S.E., Puyallup, Washington on July 21, 2010 to assistant Manager: Kurt  
Johnson on behalf of Cornforth-Campbell Dealership.**

1 1a4. Cornforth Campbell upon receiving no.1.a. above; turned over its criminal status of the Summons  
2 and

3 Complaint to Underwriters Insurance Company: Now under the Responsibility of Rashelle Woolcott.

4 1a5. The dual responsibility of the original Corporation and Agency is again, a responsibility of General  
5 Motors Corporation whom has commenced immediately to restructuring its operations and with  
6 Government assist, have rearranged its operations with Cornforth Campbell as one of GMC special  
7 chosen Locations and management considered to perform as a premium sales activities Agency.

8 1.5a. Cornforth Campbell should, as of now, be understanding of its responsibilities of honesty in  
9 performance, of all transactions acquired in agreement to this, only if the Agency properly considers the  
10 proper care and truth of conditions of its sold used and maintenance of new and used vehicles sold.

Exhibit # 11

11 1.5b. They must be brought to realize that ignoring their responsibility, also subjects them to road  
12 injury and all citizens should not have to fear their or others conditions of vehicles on the road.

13 1.5c. The responsibility of the original Corporation and Agency is a responsibility of General Motors  
14 Corporation and has been the GMC responsibility of complicity, from the beginning of this case.

Exhibit # 13

15 1.5d. The factor of responsibility of Corporation and Agency is a dual responsibility with the most serious  
16 policing and policy assurances are the responsibility of the Corporation relationship as expressed in  
17 Plaintiffs RCW's (Rules of the Court in the State of Washington) emphasizing Complicity. Exhibit # 11.

18 1.5e. No.1 conspiring Defendants believed to be and therefore alleged to be General Motors Corporation:

19 1.5f. **This Law Suit is filed with The Maleng Regional Justice Center, Superior Court in City of Kent  
20 County of King, State of Washington, address of "620-West James Street, Kent, WA. 98032.**

21 1.5g. The ridiculous untruths of Defendants former "Attorneys" briefs were bullying techniques that  
22 Plaintiffs learned to handle years ago; and their inappropriate designated Statute of limitations of which  
23 legally allows Plaintiffs to file this law suit within ten years because of the crimes committed by the  
24 complicity between General Motors Corporation through its Agency of Cornforth-Campbell GMC Mr.

25 **Good Wrench. Exhibit # 13**

1.5h. **Conspiracy: A combination of two or more persons, etc. to commit a criminal or unlawful act**

or to commit a lawful act by Criminal or Unlawful Means; or a Combination of two or more persons to accomplish an unlawful purpose, or some purpose not in itself unlawful by an unlawful means.

Exhibit # 12

1.5i. Accessory: One who aids or contributes in a secondary way or assists in or contributes to crime as a subordinate. See 216So. 2d 829,831 The failure to report the commission of a crime of a felony is sometimes itself a crime. An accessory does acts which facilitate others in commission or attempted commission of Crime or avoid apprehension for a crime.

1 Exhibit # 12

2 1.5j. COMPLICITY: Accomplice: An individual who voluntarily engages with another in the 3 commission or attempted commission of a crime. See 165 N.E. 2d 814; One who is liable for the identical offense charged against the Defendant, See 233 p2d 347, Liability is shared. Exhibit # 11

4 1.5k. Criminal Liability: of a Corporation: RCW 90.08.030; RCW. 9A.28.040: Criminal Conspiracy 5 RCW 9A.28.020: Criminal attempt of Agent of Corporation: Class B. Felony when the crime 6 attempted is a class A felony other than an offense listed in A of this subsection must be commenced within a "ten year" statute of limitations unless action on a State or Federal Judgment period is extended for an additional ten years.

7 Exhibit # 12

8 1.5l. Criminal Negligence: A Person is criminally negligent or acts with criminal negligence when 9 he fails to be aware of a substantial risk that a wrongful act may occur and his failure to be aware 10 of such substantial risk constitutes a gross deviation.

11 Exhibit # 2

12 1.5.m. ASSEMBLY'S OF GENERAL MOTORS VEHICLES ARE; {AS OF RECEIVING COMPLAINTS 13 FROM CLINT-M. TULLIS FOR COURT ACTION}; HAS LED GENERAL MOTORS CORPORATION 14 TO PLACING STRONGER CHANNEL FRAMES AND Stronger Steering Assembly's, & BETTER 15 WELDING FOR VEHICLE STABILITY AND STEERING CONTROL, AS IS STATED ON ONE 16 ADMISSION SENT TO PLAINTIFFS. By then: Chief Chairman: Mr. Rick Waggoner, whom 17 positive-ly did a big favor for GMC and for the General Public, whom would be occasioned to 18 meet on some of the nations roads

19 Exhibit # 12

20 1.5n. Plaintiff has in mind of obtaining annual checkup on all vehicles old and new to assure the 21 Public of being safer on the roads. This will place more people at work within all nations receiving 22 any and all vehicles. and should be demanded at all vehicle assembly lines as well as the used 23 vehicles to have annual inspections for safety.

24 1.5o. I also believe the cruise controls should be removed. You cannot turn off a cruise control if 25 you are bouncing around inside of a vehicle because of an outside contact. Extremely dangerous 26 to use in city traffic and Residential Areas.

27 1.5p. Assemblies on its vehicles has led to GMC placing heavier Channel Frames and better 28 welding for vehicle stability and steering ability as is stated on one admission sent to Plaintiff 29 from the standard of care that a reasonable person doing inspections and repairs would exercise 30 in the same situation. Discovery of GMC weak frame and steering and brakes, could be the major 31 cause of most of the used vehicles in the United States, etc. in surprising, crashing, injuring , 32 and killing tolls of citizens.

33 Exhibit # 12

34 1.5q.New Midget type vehicles up to the standard size of vehicles were placed on the automobile 35 floors in the Display Rooms and as far as the public knows, They may not be very well protected 36 when you see these people adoring them and zipping past you from either direction. When they hit 37 wind, rain, ice or snow, they are not prepared for this. On the highways, they just become lighter 38 in 39 weight. A vehicle that can handle 60 miles per hour loses some of their weight where those 40 small vehicles may lose a very high percent of their weight.

PERJURED VEHICLE SALES

P-3

Clinton M. Tullis and Margaret L. Tullis  
and the palimony relationship thereof  
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1.5r..There has already been too many deaths and serious injury's in automobile accidents this year.

1.5r1. Yes, I was learning mechanics from the date of five years old and spent many years in automobiles, trucks, cranes, Construction equipment and 6 years Freight Trucks and trailer repairs. I am now 86 years old and remain occasionally doing some automobile surgery,

1.5s. All acts stated to have been performed by the Agency or denied to be performed of or by the Defendants to Plaintiffs as complained of herein were committed by Employees and Leaders of the GMC Agency Dealership of Cornforth-Campbell, backed by GMC: Mr. Good-wrench advertisements And responsibility of General Motors Corporation: Vicarious Liability.

1.5t. **Vicarious Liability: imputation of Liability of one person for actions of another in denying clients their constitutional protection.**

Exhibit # 13

1.5u. All of the above acts plus the following in this brief; applied to various notifications of deliberate neglect and or consequences of which, were performed and jointly responsible by the Defendants.

1.5v. Plaintiffs have incorporated exhibits that are retained to disclose during trial of this case with the Brief that make declarations and assurances for perfected conditions of Plaintiffs Suburban purchased from the GMC Mr. Good Wrench affiliated Agency of Cornforth Campbell and those Mr. Good Wrench declarations and assurances were absolute conspired fraud, not becoming of Proper supervision or performance, inclusive of General Motors Corporation and their Agencies.

1.6. All acts of Plaintiffs/Complainants shall be referred to by the use of either phrase, of which we will primarily apply singularly as Plaintiffs from hereon.

1.6a. All highlighted references to Plaintiffs designated and numbered Complaints in this brief, etc. are facts of applicable laws resulting and recently updated by Plaintiffs research at the King County Regional Justice Center Library, located in the city of Kent, Washington. All of which have been thoroughly updated through discovery of many changes and assurances of reliable - 2010 RCWs: (Rules Of The Courts in the State of Washington; And based on the Penalties to be relied upon for Defendants Criminal assisted Acts.

Exhibit # 13

1.6b. The terms as produced and interjected to Plaintiffs by Defendants, are high-lighted in this brief, primarily intended to implement the benefit to a jury for the introduction to and fully qualifying the Criminal Infractions of Defendants in this case.

Infractions: Breach, Violations

1.6c. Thus, Defendants have created a series of Special Proceeding injuries, resulting in Unlimited

#### PERJURED VEHICLE SALES

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physical, hearing and mental Damages to Plaintiffs that cannot be denied.

11.

**CAUSE OF ACTION**

2.1. Plaintiffs re-allege each and every allegation contained in paragraphs 1.a. through 1.6c. herein.  
2.2. Defendants Cornforth-Campbell; An affiliated General Motors Corporation Agency-Dealership,  
negotiated a sale to Plaintiff's on June 4, 2003, of a 1999 GMC 4 wheel drive Suburban.  
2.3. The GMC Corporation, Agency Dealership of Cornforth-Campbell afforded Plaintiffs with: A General  
Motors Corporation High-lighted Advertisement of {GMC Mr. Good-Wrench}, as a declaration  
of reliable service, to be provided by the Agency personnel.

**Criminal Acts. Exhibit # 1**

2.3a. **Crimes committed: Any False Swearing in a legal Instrument or legal setting that the  
Suborner knew or should have known that such oath or testimony would be false.  
A CRIMINAL ACT OF FRAUD: of which voids a statute of limitations and cannot take  
bankruptcy.or find other means to hide values to cure.**

**Exhibit # 1**

2.3b. This was an Egregious, Erroneously and Conversely implied sales pitch with questionable power of  
which the Agency: Cornforth-Campbell denied responsibility to comply. **To Define: See # 2.7a below.**

2.3c. This created Injury's to Plaintiffs that were performed or lacked performance as to be brought  
forward and explained within this Brief of Plaintiffs; verified by available exhibits and high-lighted copies  
of various Rules as explained within the Law Book Dictionary's in compliance with rules afforded to  
Plaintiffs and examined at the Regional Justice Center Library, Years and Years of new Law Books  
Purchased, and examining various Public Libraries for the better part of Thirty Five years And  
vigorous study's on Rules of Courts within the State of Washington.

2.3d. The King County Court Librarian assisted in Plaintiffs locating, Laws applicable to Defendants  
Performance and Criminal neglect. The RCW's are expanded and very definite.

2.4. Defendant Cornforth - Campbell issued an assurance as GMC with a logo heading of Nice is Better  
and as a "Quality Pre-owned Vehicle" with following assurances: 1. This Vehicle Has Passed A Rigid  
Inspection; 2. Has Been Reconditioned To The Highest Standards. **Fraud in Fact: Exhibit # 2**  
**& Exhibit # 9**

2.4a. **Fraud In Fact; Positive Fraud: Fraud: Willful Malicious Conduct: Cannot take bankruptcy or  
find other means to hide values. Fraud embraces all the human ingenuity one can devise to get  
an advantage over another. Cannot take bankruptcy or find other means to hide values..**

2.5. Defendants perpetrated Warranty assurance of vehicle performance to care and cure of mechanical  
deficiencies for two thousand (2,000) miles or sixty (60) days from date of the purchase signed thereof.

2.5a. **Abuse of Process: Fraud: Intentional deception resulting in injury to another and Derivative**

**PERJURED VEHICLE SALES**

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**Tort: An action in Tort based on the criminal conduct of defendants which resulted in injury's to Plaintiffs, and for which injury's Plaintiffs seek compensation. The term also applies to liability imposed on the Principal for wrongs committed by his agent; Can not take Bankruptcy or find other means to hide values..**

2.5b. Defendants positively breached their Warranty and commitment disclosures of perfected conditions  
of the Suburban in general

**Exhibit # 2**

Defendants Attorneys and Personnel that received the commencement briefs, were given copies  
of all of Plaintiffs Subject Matters. The Pictures were filed with the King County Court. Plaintiffs did not  
plan on filing any exhibits with the Court Clerk until Plaintiffs were forced by the Firm of (Weil, Gotshall  
& Manges, Now Defendants) whom ordered Plaintiff to cancel GMC as Defendants from our list, or go  
to Jail within five days. I had no time to organize against their threats until later checking Federal and  
Washington State Laws.

2.5c. This will not injure our trial as Plaintiffs have Copies for Grand Jury, Judge, Witnesses and Self  
along with a very Good Brief on the positive damages created by defendants on the road accident, and  
Eight Months precluding gain of health enough for Abdominal Injuries Surgery, extended: Never ending  
Eye, Ear and Heart Problems to Plaintiffs. The Jury will not know of any previous Exhibits until Trial and  
Defendants will attempt to ignore the facts.

2.6. Defendants were informed and ignored the vehicle was to be used pulling a Recreational Trailer, 30  
foot plus in length, owned by Plaintiffs, that weighed approximately 7,000 pounds (31/2 tons) unloaded.

2.7. The Defendants egregiously perpetrated to Plaintiff's of the GMC Suburban 4 wheel drive vehicle  
being in excellent, stable condition throughout. **Deceit: The Tort of Fraudulent Representation.**

**Exhibit # 14**

2.7a. **Egregious = Flagrant, Remarkably Bad Behaviour; Perpetrated = To Commit Something  
Bad, Especially Crime; Conversely = Wrongful Intent which can result in Punitive Damages.  
Erroneous = Wrong, Incorrect, Inaccurate.**

**Exhibit # 16**

2.8. Defendants convinced Plaintiffs, if any mechanical problems should arise, the problems would be  
cured under the existing mileage warranty of which defendants bypassed in denial of inadequacies.

2.8a. **Continued Abuse of Process and Breach of Warranty.**

**Exhibit # 2**

2.9. The Suburban was not yet equipped with an differentiator: (A transducer or circuit whose output is  
Proportional to the rate of change of the input signal). An electronic brake control unit: used to activate  
the Trailer brakes in unison with each application of the towing vehicle hydraulic brakes. This unit is  
mounted on the bottom inside edge of a towing vehicle dash board, for occasional testing and  
adjustment of trailer brakes response.

**Exhibit # 15**

2.9a. Cornforth - Campbell Agency Purchased and installed an Electronic Activator.Trailer Brake Control,

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onto the Dashboard of the Plaintiffs Suburban; and egregiously convincing Plaintiffs to believe the vehicle was conversely ready for Plaintiffs intended usage; thus binding Plaintiffs agreement to close the purchase of the Suburban vehicle. An Activator is known to fail in 1 to 3 seconds of emergency use.

**Despotism: A Criminal abuse of Discretion. Exhibit # 15.**

1 2,9a1. **False Swearing: Statement of What One Does Not Know to Be True. Every Unqualified Statement of What One Does Know to Be True Is Equivalent To That He Knows To Be False.**

2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25

2,9b. An Official of Cornforth-Campbell partially instructed Plaintiff on the use of the Activator in coordinating the Trailer brakes in unison with the application of the Suburban Hydraulic Brakes.

2,10. The Cornforth-Campbell GMC Salesman and Office personnel implied to Plaintiffs that the Agency

did not have a manual for the new Differentiator, nor the GMC Suburban and that they had prepared an order to acquire the respective manuals to be readily delivered in the very near future. **Moral Certainty**

2,10a. Cornforth Campbell did not know that Plaintiff Clinton had spent several years (earlier in life) as a

line mechanic for a large freight firm, plus many years with tractors and machinery of all sorts and of course Automobiles. .

2,10a. Plaintiffs later learned from a Recreational Trailer Dealership that the Differentiator should come from the factory with a manual explaining the use and comparison of capabilities of each differentiator.

2,11. Plaintiffs made many trips in Vain, to Cornforth Campbell Agency to attempt to get some of the GMC

Suburban mechanical problems corrected and to also get the manuals.

2,11a. No repairs were ever corrected and the Agency implied nothing but excuses to Defendants about the manuals being on order of which Plaintiffs have not received to this day.

2,11b1. If Plaintiffs would have received the book on the model of Differentiator placed into the Suburban by Cornforth-Campbell; Plaintiffs would not have accepted the purchase of the Suburban until a reliable Differentiator was installed.

2,11b2. Plaintiffs would not have any need to pursue this cause of action for injuries.

2,11b3. The subject installation, attached logo was "Activator" of which Plaintiffs have been advised was the name given to the first manufacturing of a trailer brake control, many years prior to Plaintiffs purchase of the GMC Suburban.

2,11b4. Plaintiffs would remain a proud owner of their 1999 Suburban purchased from Cornforth Campbell

2,11c. This may have also negated Plaintiffs, in the trust of Cornforth-Campbell Vehicles, as has definitely

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been interposed as of date of discovery of the inadequacy of performance in mechanical repairs of the Suburban and of the subject limited brake control not being classified as a differentiator; that was the unnecessary cause of serious injury's and a very dangerous collision that could very well have included many others as will be accentuated within this brief.

1                   **2.11d. Constructive Fraud: The Defendants Constructive Fraud, results when a fiduciary obligation**  
2                   **is breached, despite of the motives or intent and gives cause to Exemplary Damages.**

3                   2.12. Three times, a mechanics coordinator (boss), took a drive to test the Suburban brakes of which  
4                   Plaintiff complained; was on occasion, pulling the Suburban to the left front on applying to slow down.

5                   2.12a. Each time the coordinator stated he could not get any wrong movement from his brake application.

6                   2.12b. This statement was disappointing and not acceptable to Plaintiffs continuing discovery's, after  
7                   learning the true deficiencies bypassed, and hidden by Cornforth-Campbell Agency Dealership of  
8                   GMC. of which will be exposed throughout this Brief.

**Defendants False Swearing**

9                   2.13. The vehicle pitch to the left upon applying the brakes, was not, as yet, prominent, but occasionally  
10                  happened to Plaintiffs

11                  2.14. On one occasion a mechanic, General Motors Corporation Mr. Good-Wrench was told by his  
12                  coordinator, to remove the left front wheel and show the Rotor, Caliper and pads to Plaintiff.

13                  2.14a. The mechanic stated he did not want to take the time to pull off the right front wheel as he  
14                  declared to Plaintiff that the two front wheel assemblies were appropriately the same. **Wrong Intent.**

15                  2.14b. As will be shown later under following paragraphs; Amid other brake deficiencies, the front rotors  
16                  were improperly installed.

17                  2.14b1. The Caliper Pins were badly worn and not lubricated.

**See exhibit # 6**

18                  2.14c. The mechanic conversely stated: It was one-heck of a job to unnecessarily pull off the back wheels.

19                  2.14d. Plaintiff agreed that the left front rotor and pad did not look bad. The new pad was deceiving.

20                  2.14e. Unfortunately, Plaintiff had no comparison because of not being enabled to compare the right front  
21                  brake and thus could not deny the farce.

22                  2.14f. The following definitions represent the total and purpose of the brakes assembly.

23                  The Calipers are the Cylinders holding the brake fluid that comes through filled brake lines from  
24                  a small tank full of reserve brake fluid. The pressure applied by a vehicle driver to the brake pedal,  
25                  forces the Calipers to press the pads that are attached to the Calipers and placed free on both  
                        sides of the Solid Round Rotors which are Attached to the Vehicle Wheels. The pads grip the  
                        rotors to slow down or stop the vehicle depending on the pressure applied by the Vehicle Driver.

(Often called Disk Brakes).

- A shoe type brake system uses cylinders attached solidly to the axle instead of calipers.

2.15. Cornforth-Campbell: Mr. Good Wrench mechanic explained that all the vehicles brakes were in good shape and the entire vehicle had been thoroughly inspected or repaired to a condition of excellence.

**1 Perjury: False Swearing: Statement of what one does not know to be true: Every unqualified  
2 statement of that which one does not know to be true is equivalent to that he knows to be false.**

3 2.15a1. Plaintiff later discovered that the newly installed metallic pad on the left front of the Suburban was  
4 attached to the floating caliper on the axle frame with badly worn pins and approximately 3/16ths of an  
inch thinner rotor than the right front rotor and the Pins had not been lubricated.

5 2.15a2. This new metallic pad was disintegrating and dug chunks out of the left front rotor during Plaintiffs  
6 first trips of a few hundred miles to Idaho and then to the Oregon Coast in the summer month of July of  
7 2003 and then to Spokane in the early spring of 2004 equaling about 1800 miles The left front brake was  
8 really pulling hard left by then.

9 2.15a3. Prior to going to Spokane; Plaintiff had again appealed (the fourth time); to the shop supervisor for  
10 curing the Suburban brakes from pulling to the left on light or heavy application and was denied as was  
11 confirmed by Number 2.15 above; The day Plaintiffs received the response from the shop mechanic.

12 2.15a4. Plaintiffs obtained a Chilton mechanics manual and personally performed a complete brake job on  
13 front and rear of the suburban upon finding that the front Caliper pins were extremely worn. **Exhibit # 10**

14 2.15a5. The Pins mount the Calipers to the front axel and are required to slide back and forth very gently.

15 2.15a6. When the Caliper Pins are badly worn; they oscillate; thus are not totally cooperative in the  
16 slowing or stopping of the vehicle.

17 2.15a7. Plaintiff readily installed two new combination sets of calipers and Pins as required  
18 by the Chilton Manual. **Exhibit # 6**

19 2.15a8. Plaintiff, not happy with the performance of the left front metallic break pad that broke off in  
20 chunks and charred the surface of the left front Rotar; Plaintiff then had the rotors polished by a city of  
21 Renton machinist and then installed new fiber pads and the brakes were excellent in response.

22 2.15a9. Plaintiff also found that the Cornforth-Campbell Agency Dealership of General Motors  
23 Corporation Mr. Good Wrench Mechanics diagnosis of the rear wheels being very difficult to remove  
24 was a sign of **Subornation of perjury**. The crime of procuring another to make a false oath.

2.15a10. The rear wheels did not appear as though they had been removed since leaving the factory and did not have new brake pads until Plaintiff installed them in April of 2004. **Receipts : Exhibit # 10**

2.16. In vain, Plaintiff complained about the headlights being extremely dim.

1 2.16a. On at least two occasions. Plaintiff Clinton received egregious implications by other Cornforth -  
2 Campbell Agency Personnel in the mechanics department, that they had brand new GMC Vehicles  
3 recently received from the factory with dim head lights and they indicated it was to be an expected  
4 performance.

5 2.16b. This appears to Plaintiffs as a slam at General Motors`Corporation Assembled Products.

6 2.17. The Cornforth-Campbell personnel must think anyone purchasing from them must be novices.

7 See Plaintiffs Mechanics Resume: Exhibit # 5.

8 2.18. If Plaintiffs would have received the Electronic Brake Control Manual; Plaintiff would not have  
9 pulled the trailer the first 10 feet, until Plaintiff would take the Suburban to a Recreational Vehicle Dealer  
10 and have the newly installed activator replaced by a positive action differentiator/activator.

11 2.19. As will later be defined: Plaintiff is quite certain that if Plaintiff had not Purchased a Chilton  
12 mechanics manual from an Auto Parts dealer on the Suburban and then Personally performed a  
13 complete brake job on the suburban; Plaintiffs and most probably, several other emergency stopped  
14 Freeway I-5 travelers, would have succumbed in a horrible fiery death. **Chilton Manual: Exhibit # 6.**

15 2.20. Absolutely, None of the much needed repairs, were ever corrected by Cornforth Campbell GMC  
16 Mr. Good-Wrench; and the Agency implied nothing but excuses for repairs or the owner manual on the  
17 Suburban or the Activator for the Trailer Brake Control. **Differentiator Manual Book: Exhibit # 3**

18 2.20a. The Activator installed and lack of a promised book on functioning and reliability is one of the  
19 major criminal factors in this law suit. **Cant Take Bankruptcy to Cure: Willful and Malicious**  
20 **Conduct, or find other means to hide values.**

21 2.21. After considerable driving and discovering the many needs and denials of those needs of repair and  
22 replacement contrary to Cornforth-Campbell Notices of perfect condition of the Suburban prior to sale;

23 2.21a. Defendants theory and performance could not be trusted. Plaintiffs did not purchase the vehicle  
24 to set on display.

25 2.21b. The vehicle should not have been allowed on the road in its un-stable condition at time of Purchase.

26 2.22. The Flyers on the Suburban along with the denial of a differentiator manual and Sales and  
27 Mechanics departments Perjured Analysis of Brakes and Lights conditions along with vehicles faulty

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battery causing engine faltering, was criminal subversion and an absolute denial of Facts by Cornforth Campbell GMC Agency.

**Malpractice and Vicarious Liability**

**2.22a. Malpractice: A Professionals improper or immoral conduct in the performance of duties, either intentionally or through carelessness or ignorance.**

**Exhibit # 14**

III.

**DEFENDANTS DANGEROUS NEGLECT AND RESULTS**

- 3.1. Plaintiffs re-allege each and every allegation contained in paragraphs 1.1. through 2.22a. herein.
- 3.2. In Early July of 2003; Plaintiff went to a Parts dealer and procured installation of two (2) new light bulbs to enhance night vision prior to Plaintiffs going on vacation to Silver Creek Hot Springs Resort on a mountain top above the Payette River, and about a hundred miles East of Boise, Idaho.
- 3.3. From Silver Creek, Plaintiffs left for the Oregon Coast to join our Youngest Daughter Melanie and Husband Ken and family of four children for one week of which we usually met and Camped at Bandon, Oregon for one week.
- 3.4. Plaintiffs chose to drive along the Snake and then the Columbia Rivers to Portland, Oregon, then South on the Freeway I-5 to Salem, Oregon; Then Westerly to the Coast and Bandon, Oregon.
- 3.4a. When we arrived at Pendleton, Oregon; It was a real clear night and Plaintiffs chose to drive through the night and enjoy the beautiful Full-Moon.
- 3.4b. This was on a Sunday evening and the traffic was very scarce; mostly Trucks; whom kept signaling all night to us to Dim our Lights of which were already on dim.
- 3.4c. We finally stopped at the Dalles, Oregon and camped in a station lot until day-light and then on to Bandon in the early A.M.
- 3.4d. Plaintiff checked the Headlamp Lens to see if either one was broken. It had appeared as though the Lens were broken during our driving of which was not the event.
- 3.4e. Upon arriving home at the end of the week and with no other night driving; Plaintiff then went back to the Dealer from whom we had procured our bulbs and then purchased mounting of two new Lens.
- 3.4f. The headlamps are called Lens. And the bulbs come separate except in a new lens purchase.
- 3.4g. Because of little night traveling at home; Plaintiff did not realize of the distorted head-lamps from age or possible past heat exposure until truckers complained by blinking their lights and Plaintiffs passed enough Oregon Trees to see the distorted lights were shinning partially on the road, but mostly in the trees.

**Headlight "Lens" Purchase Receipt: Exhibit # 10**

**PERJURED VEHICLE SALES**

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Clinton M. Tullis and Margaret L. Tullis  
and the paternity relationship thereof  
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3.4h. No wonder they were dim. Thanks to Cornforth-Campbell and GMC Mr. Good-Wrench.  
3.4i. Plaintiff did learn of the lights being dim and consequently had paid a parts dealership to install new bulbs after complaining the fact to Cornforth-Campbell whom chose to ignore the dangers of dim or distorted head-lights in abuse of General Motors declaration of Mr. Good Wrench of which appears to only be considered as an "inspiration to override buyers confidence".

**Exhibit # 1**

3.5, The engine had stalled during warranty and about five miles from Plaintiffs residence; Plaintiff reacted and coaxed the vehicle to a near by: Schucks Auto Parts Dealership at Covington, Washington.  
3.5a. Plaintiff could not properly test the vehicle as it was turning dark; Plaintiff Clinton then called a tow truck to move the vehicle to Plaintiffs residence where Plaintiff had equipment to analyze the problem.  
3.6. The battery had a dead cell and would not take a charge.

3.6a. Plaintiff then checked the spark Plugs and determined need to install new spark plugs.  
3.6b. Plaintiff purchased and personally installed a Heavy duty battery and all new spark plugs.

3.7. Plaintiffs soon found the GMC Suburban Vehicle had many other perpetrated performance problems.

**Exhibit # 10**

3.8. Plaintiffs had found the battery life had been exceeded and was the cause of the engine erratic actions; especially in starting the engine.

3.8a. Plaintiffs found the engine overheated to 280 degrees.

3.8b. Plaintiffs were told by Cornforth Campbell personnel in the mechanics Department, that the water temperature of 280 degrees was good for the motor, thus declining service.

**Perjury**

3.8c. Plaintiffs purchased and installed a 180 degree thermostat and a new radiator cap and never again witnessed any temperatures above 180 degrees. (212 degrees is the boiling point)

**Exhibit # 10**

3.9. Plaintiff reiterates that receipt of the trailer brake control (Differentiator) manual could have informed Plaintiffs of an unacceptable, contemptible performance by Defendants in the installation of an inferior Activator and again in procrastinating about not having a manual to explain the quality and use of the Activator, as disclosure from the manual, could most probably, not have met Plaintiffs approval and most probably negate the sale.

**Differentiator Manual: Exhibit # 3.**

3.10. The Activator short response, caused a very serious wreck, severely injuring both Plaintiffs.

3.10a. Caused Plaintiff, Clinton M. Tullis to have serious Body Injury's involving casts and major surgery's for most of two years.

**Medical History: Exhibit # 8**

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3.11. The surgery performed on April 28, 2005 was performed only after stabilizing Plaintiff: Clinton.

M. Tullis Heart injury conditions maximized by the Collision.

3.11a. The surgery was to repair two huge lower inguinal "hernias" procured during the collision that were caused to rupture during the collision and protruded Completely across Plaintiffs lower abdomen..

3.11b, Plaintiff; Clinton also pulled the ligaments loose from his left wrist in fighting to turn the Suburban to the right and off the vehicle in front of which contained a young mother and her pre-teen daughter.

3.11c. Clinton wore a cast on his left arm for about one and one-half (1 1/2) years and cannot completely fold his left index finger as yet without pain.

**Medical Attention: Exhibit # 8**

3.12. The suburban Air bags had broken and Clinton thought Plaintiffs were going to die in a fire; fed by almost forty gallons of gas procured in Vancouver, Washington on the way home from vacation on the Oregon Coast. Clinton was determined not to take others with Plaintiffs, if at all possible. **Exhibit # 4**

3.13. As it turned out; the air bags exploding produced the smoke and fire appearance.

3.14. The collision severely reduced the mental and physical stamina required in Plaintiff Clinton Real Estate Profession.

3.15. Plaintiff remains strained in catching up in Plaintiffs home yard and garden upkeep

3.16. All for which Plaintiffs are remaining suffering and most possibly will never fully recover. **Exhibit #14**

3.17. Plaintiff: Margaret L. Tullis was severely injured with the air bags burst and the sudden impact of the Suburban onto the pavement as Plaintiffs successfully escaped the vehicle we had contacted and luckily, the right lane had cleared enough to allow Plaintiffs the room. **Exhibit # 4**

3.18. Plaintiff Margaret previously had a slight hernia of the upper stomach which expanded in the collision and remains an increased problem with her hopes of curing, slightly shattered by being told "that type" of operation is very dangerous. **Exhibit # 11**

3.19. Plaintiff Margaret spent a miserable night at the Centralia Hospital, even given excellent care.

3.20. All of the above mechanical problems could have easily been cured, if Defendants were capable or serious of performing a proper analysis and considerations, in lieu of the Cornforth Campbell GMC Agency dealership, employees procrastination and denial of proper service to Plaintiffs.

3.20a. The absolute responsibility of the Dealership and General Motors Corporation Criminal infractions.

**3.20b. Defendants actions resulting in this Lawsuit qualify as: Special Proceeding Damages.**

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Clinton M. Tullis and Margaret L. Tullis  
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**Damages beyond other damages; A Proceeding providing extraordinary Relief Such as Exemplary Damages.**

**3.21. Defendants Acts of Deceit: The Tort of Fraudulent Representation; Concealing Something or Making false Representation with an evil intent. (Scienter) when it causes Injury to another. Willful -Malicious Conduct : (FRAUD)=Can not take bankruptcy or find other means to hide values**

3.22. None of the egregious promises or mechanical corrections was ever performed by Cornforth Exhibit # 13

Campbell, regardless of being within the time frame of the Vehicle Warranty provided to Plaintiffs on date of Purchase.

3.23. In regards to Plaintiffs Purchase from Cornforth-Campbell; The Agency "Declaration of Mr. Good-Wrench" is void of proper supervision by General Motors Corporation. Apparently only utilized by Defendants as a hot Sales Pitch. **Breach of Warranty: Exhibit # 2; & Mr. Good-Wrench: Exhibit # 1**

3.24. The agency utilizing the GMC add of Mr. Good Wrench, along with the Agency denying the Electric Trailer Brake Control "supplied manual", was erroneously denying consideration to the Public and Plaintiffs as severe endangerment.

### **Tortious Conduct Exhibit # 3**

IV.  
**DEFENDANTS INEXCUSABLE NEGLECT AND EFFECTIVE COMPARISON**

4.1. Plaintiffs re-allege each and every allegation contained in paragraphs No.1.1. through 3 24. herein

4.2. After the collision and desperately needing the Trailer Brake Control for probable proof of all details:

4.3. Plaintiff called the people Plaintiffs had Purchased the Wilderness Trailer from and they informed us of a Tacoma Dealership and address for us to see about a differentiator manual.

4.3a. Plaintiff went to the agency, of whom the private individual we purchased the trailer from, had in fact originally purchased the Wilderness Trailer from and asked for their assist in locating us a manual describing the particular differentiator that we were so reluctantly denied by Cornforth-Campbell Agency city of Puyallup Dealership of General Motors Corporation and Mr. Good-Wrench.

4.3b. Plaintiffs performed three trips to a South Tacoma Recreational Vehicle dealer and a party working in supplies had taken it upon himself to order and procure two (2) manuals for Plaintiffs dilemma.

4.3c. Upon analyzing the information in the manual; Plaintiff (Clinton M. Tullis) was exonerated from any blame whatsoever at the collision responsibility trial in Chehalis, Washington

4.4. Plaintiffs had used the trailer for vacations to the Oregon Coast and to Idaho Payette Lakes, for and during the three previous years, prior to Plaintiffs purchasing the subject 1999 GMC Suburban.

4.5. Plaintiffs Son in Law: Ken Kallainen, had pulled the trailer for those three years with his 3/4 ton Ford.

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pickup, as Plaintiffs were vacationing with Ken and our youngest daughter "Melanie" and their family of four children.

4.6. Each trip, Plaintiffs followed the Kallainens and we did not encounter any problems; no matter how rapidly Ken was forced to stop, or how rough the terrain we were negotiating, or how heavy the load.

4.6a. At that time; Plaintiffs loaded Wilderness Trailer had the load of at least six bicycles, family tents and lots of Kallainens family camping gear, general provisions, camping tools, cook-ware, mechanics tools, wrecking bars for emergency use and often "some fire wood and parking blocks, along with tow chains, work and dress clothes and bedding etc. on the trailer, readily sustaining necessary travel speed so as not to delay or bother other vehicles traveling in back of us or wanting to pass us.

4.6b. The trailer load was much heavier than that pulled by Plaintiffs as the Kallainens determined to pull a U-Haul Trailer for extra convenience of loading and unloading and two "side by side parking spaces.

4.6c.. Plaintiffs were always within 200 feet behind the Kallainens and Plaintiffs Trailer to vacation points, mostly on the Oregon Coast for the three years of 1999 - 2002 inclusive.

4.6d. Several times Ken had to brake down rapidly as someone coming towards us may be passing in a restricted area. Ken's differentiator (electric trailer brake control) always performed absolute response at any and all times in necessitating a stop, whether sudden or casual, no matter whether day or night or how badly or roughly Ken was challenged.

4.6e. Ken's trailer brake control had been installed upon purchase of his vehicle, by whom he purchased his  $\frac{1}{2}$  ton vehicle from and never hesitated on any need to respond, during Ken's towing Plaintiffs 30 plus foot Wilderness Trailer for approximately four thousand miles of all types of terrain and road conditions, prior to Plaintiffs purchasing their own vehicle: (The subject 1999 GMC Four wheel drive Suburban from Cornforth-Campbell GMC Agency-Dealership).

4.6f. The Trailer Brakes were excellent and always responded to any demand.

4.7. The trailer was perfect for Plaintiffs, as it was large enough and constructed to have privacy when necessary, even when others visited or stayed in the fore half, which was often, and well loved and of which we readily joined prior to or after our rest. Plaintiffs and the Kallainen family really miss the trailer.

4.8.. Thus, Plaintiffs had been easy to convince that the GMC Suburban was capable of like performance.

4.9. Plaintiffs didn't dream of the GMC dealership; in applying a new " trailer brake differentiator"(Activator)

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on our acquired vehicle would perform any different.

An absolute: **Breach of Trust**

4.10. Plaintiffs became easy victims of Cornforth-Campbell agency dealership Warranty's and GMC Corporation bragging Mr. Good Wrench.

**Willful Malicious Conduct & Vicarious Liability**

4.11. Cornforth Campbell denied their commitment to **Specific Performance**. Plaintiffs Letter to Dealer

**Exhibit # 9**

4.12. Defendants GMC and Cornforth - Campbell have given Plaintiffs the opinion of the dealers believing: every one dealt with, must be unknowledgeable as to the actual performance and upkeep in the vehicles they purchase. They also appeared to treat Plaintiffs as Aged and incapable of lengthy travel. Their overwhelming promises to Plaintiffs were deluded lack of consideration and appears to be perpetrated only for purposes of sales.

**Criminal Acts**

6 Wash. App. Div. 2 1996. "Criminal Act" May be described as both affirmative act, or omission of possible and legally required performance.—State v. Chester, 918 P 2d. 514, 82 Wash App. 422, review granted 928 P. 2d 412, 130 Wash.2d 1016, affirmed 940 P2d 1374, 133 Wash. 2d 15. Criminal Law 26.

9 4.13. They also appear to believe that every one on the road stays near home or can vacation in a motel  
10 or hotel if they break down on the road and that any repairs they may need will only cost a few dollars  
11 even on holidays, weeks or week-ends, a short stay on their way, with Pleasure Time to spare, and not  
12 giving consideration of short vacations with defined essential procedures.

**Breach of Warranty Exhibit # 2**

13 4.14. Defendants unreasonably and thoughtlessly, seriously endangered Plaintiffs and Publics lives.

14 4.15. Should we look at the entire organization as being sadists, resolved to test results of their Fraud.

**Criminal Wrongful Intent**

15 4.15a. The Dealers are in as much danger as anyone. They may be ok in their vehicle but that does not  
16 apply to their meeting others, passed on the road in questionable vehicles, no matter which direction  
17 they are traveling..

18 V.

19 **HISTORY INCIDENTAL TO DEFENDANTS DECEPTION**

20 5.1. Plaintiffs re-allege each and every allegation contained in paragraphs 1.1. through 4.15a..

21 5.2. Plaintiffs is quite positive; The improvement of the Suburban brakes by Plaintiff Clinton; Is the only  
22 reason that Plaintiffs and most probably others remain alive that were involved in or near Plaintiffs  
23 Collision on Northbound, Freeway I—5 near Centralia, Washington in July of 2004.

24 5.2a. The GMC Agency - Dealership of Cornforth-Campbell could have been the cause of the death of  
several people in that collision for their neglect of curing the malfunctioning GMC Suburban Brakes  
under Warranty.

5.2b. Plaintiffs, beyond a reasonable doubt, swear that it is highly probable that some of us would have perished in a fiery collision of which most likely would have included both vehicles in front of Plaintiffs and others already stopped bumper to bumper in the right Lane.

5.2c. Plaintiffs were in the left Lane where the two Parties contacted by Plaintiffs; were already bound together and only one-half off the left lane awaiting Authorities to analyze their prior collision.

5.2c1. NOTE: Those parties were right next to a concrete barrier and could not clear the road in entirety.

5.3. Defendants knew the (Activator), Trailer Electric Brake Control was questionable or they should have known. (Plaintiff is informed the manual becomes part of the Unit Purchase and the manual explains the ability of a differentiator to activate on demand or otherwise under certain circumstances.

5.3a. The manual gives a line for operation showing that the Activator installed by GMC Agency Dealership of Cornforth Campbell; was known to be slow in responding and was known to collapse during the first second of hard use.

Exhibit # 3

5.3b. The Book shows: At 60 Miles per hour, a vehicle travels at 88 feet per second; Plaintiffs were Traveling at 50-55 miles per hour;

5.3b1. The vehicle speed appeared to drop to about 15 miles per hour in the first second of hard use; Meaning the differentiator appeared to activate, then quit after the first 30 to 50 feet of travel.

5.3b2. Meaning the trailer brakes were not working after the first 30- 50 feet and the trailer was pushing the Suburban for the last 150 -185 feet.

5.3c. This is the way it felt to Plaintiffs and shows by the bent trailer ball hitch.

Exhibit # 4

53c1. The extra heavy duty ball hitch, bent forward for at least (1/2) one half of an inch.

53d. The Suburban suddenly felt as though Plaintiffs were floating on Air, from the immense pressure of the Trailer without working brakes.

5.3e. The Trailer pushed so hard; The Trailers full length of: (2 Steel Channel Frames) folded in the center and did so much incidental damage to the trailer, that the Trailer was not repairable: A total Loss.

5.4. This type of Differentiator had not been used for over twenty years by the Recreational Vehicle Dealership, whom supplied Plaintiffs with the 2 books prior to Plaintiffs appearing in the Chehalis District Court for determination of fault.

Exhibit # 1.

5.5. The heavily loaded trailer pushed the skidding Suburban for about (150 to 185) feet before the

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Suburban left front wheel slowly climbed upon the center of a heavy 4-wheel drive vehicle # 2 that had also collided into another heavy Pickup or Suburban # 1, in front of the vehicle Plaintiffs contacted.

5.5a. Plaintiffs Suburban; Vehicle N0 3; Suddenly tilted to the right and Plaintiff could see the left front wheel very slowly climbing up over the rear bumper of the vehicle in the immediate front of Plaintiffs.

5.6. Margaret was leaning slightly forward and Plaintiff Clinton, grabbed her by the shoulder and pulled her away from the right front doors glass window, just as the air bags broke and forced her back far enough to be somewhat protected by the right door frame beside her seat.

5.6a. The Air Bags Exploded and Plaintiff thought we were on fire.

5.6b. Plaintiff could see a Blonde woman on the drivers side of a Red Pickup in front # 1 and a small Blonde Girl on the right side of the Red-Pickup in front; as Plaintiffs Suburban was now tilted to a 30 to 45 degree angle and Plaintiff was able to see down through their back window

5.6c. Plaintiff was certain we were to die in the fire and didn't want others to join us if possible to prevent.

5.6d. Plaintiff defied the Air Bag and turned the Suburban Steering Wheel hard right, hoping to escape the vehicle we climbed upon. Plaintiff again, applied extreme pressure on the Suburban Brakes.

5.6e. The Suburban Right Front Wheel Grabbed the Pavement and threw Plaintiffs to the right and off the vehicle Plaintiffs had climbed upon; This working, also kept the Suburban from laying over on its side.

5.7. With Plaintiffs Engine still running, Plaintiffs slowly drove around the No. 2 attached vehicle to a very slow stop along side of No. 1 vehicle.

5.7a. Plaintiffs Suburban Broke the frame just behind the back door and the Suburban Front Wheels also broke their framework and each wheel now pointed in opposite directions. **Exhibit # 3**

5.8. Plaintiff Clinton climbed out of the Suburban and ran around to the right front door to assist Plaintiff Margaret in getting out of the smashed vehicle.

5.8a. Then seeing there was no fire, commenced helping Margaret towards the trailer where she could lay in bed until an Ambulance could arrive.

5.8b. A lady Plaintiffs believes was Keri Knorr, driver of vehicle No. 1, immediately came to assist in getting Margaret to the rear door of the Trailer and to get Margaret onto the bed and see if she could help her relax in any way possible.

5.8c. The lady (Keri ?) asked Clinton if we had collided with No. 2 ~~Vehicle. Clinton answered with yes, we~~

and the palimony relationship thereof as ProSe  
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had slowly crawled upon vehicle No. 2. (Keri ?) stated she thought so as she had felt a slight thump.

5.9. The collisions were created by about a dozen vehicles in front making sudden stops, one just right after the other and luckily only the left lane had any known collisions, as the vehicles in the right Lane, were able to move aside soon enough to allow Plaintiffs the room to get off the contacted vehicles.

1 5.10. A long line of Vehicles ranging from 50 to 70 miles per hour and suddenly stopping is bound to  
2 procure contact even though reactions from most drivers are comparatively instant.

3 5.11. Plaintiffs left two (2) wide lines of deeply burned Asphalt tracks for about two hundred (200)  
4 feet in length from the Suburban Braking of which it could not capably stop prior to collision.

5 5.12. The differentiator manual, Plaintiff finally procured from a Recreational Vehicle Agency, after the  
6 wreck (collision) absolutely states that the manufactures differentiator placed in Plaintiffs Vehicle; was  
7 known to collapse within one to three seconds of heavy usage.

Exhibit # 3

8 5.13. Plaintiffs reiterate; the Recreational Vehicle Dealer; that afforded two books on the various  
9 Differentiators inclusive of the type installed on Plaintiffs Suburban by Cornforth-Campbell; Had not  
10 supplied or used this type of Differentiator (termed as activator), for at least twenty years.

11 5.14. Plaintiffs were doing approximately 50-55 miles per hour when attempting to stop quickly of which  
12 at the very first, slowed to about one-third or 15 miles per hour, and then continued very slowly; slowing  
13 down and unbelievable at not completely stopping, but was like very slowly floating on air as Plaintiffs  
14 could feel the heavy pushing effect from the trailer.

15 5.15. Margaret got a bad beating, from the Air Bag Explosion and spent a very bad night at the  
16 Centralia Hospital even though she had excellent care.

17 5.15a. Margaret became paranoid to travel on a Freeway and occasionally freaks out when she sees  
18 another vehicle in front of or coming towards us.

19 5.15b. Both Plaintiffs are remaining slowly improving in overcoming the physical set-backs.

20 5.15c. Our yard work and House maintenance has been neglected of which Plaintiff Clinton can only  
21 perform from two to three hours at a time, and which has also slowed down Plaintiffs planning Real  
22 Estate Projects.

23 5.16. The damaged trailer has a thin skin of aluminum or plastic siding on its entire exterior. This was only  
24 slightly dented to less than a quarter of an inch deep on only two (2) of the four (4) inch siding slats that  
25 and the palimony relationship thereof as ProSe  
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phone: 425-226-7399

rubbed number 2 vehicle for a length of about two (2) feet. A person could dent the trailer that much with his fingers.

1 5.17. Plaintiffs had not had any experience or knowledge of and with a differentiator. It had been about  
2 thirty years since Plaintiff pulled a "light over-night trailer" of a friends that insisted on our using it on a  
3 vacation trip to California, and did not have any trailer brakes.

4 5.18. Plaintiff needed reference of a book on the differentiator brake and comparable systems to be able  
5 to know what was sufficient or the most efficient and proper usage and reliability. **Exhibit # 3**

6 5.19. Plaintiff would have complied to change accordingly, Cornforth-Campbell and General Motors  
7 Corporation Mr. Good-Wrench assist that appears not to properly perform maintenance or repairs as  
8 per Warranty and perpetrated assurances to Purchasers of their GMC vehicles.

9 **VI.**

10 **CLAIM AND PRAYER FOR RELIEF**

11 6.1. Plaintiffs re-allege each and every allegation contained in paragraphs No.1.1. through 5.19 herein  
12 6.2. Plaintiffs Pray for relief from this Court, for Summary Judgment in consideration of the Summation of  
13 the evidence of indisputable facts of Injuries afflicted upon Plaintiffs referenced throughout Plaintiffs  
14 Brief in this Law Suit against Defendants: General Motors Corporation, and trusted agency dealership  
15 of Cornforth-Campbell in denial of declared specific performance and consequently performing criminal  
16 fraud and derivative torts for which Plaintiffs deserve Special Proceeding damages for Injuries from the  
17 many criminal infractions of Defendants non-becoming to the quality of leadership and responsibility,  
18 rightfully expected by the Public for General Motors Corporation and Agency Dealership of Cornforth-  
19 Campbell whom perpetrated Warranty's, and fictional assurances of conditions of Plaintiffs Purchase;  
20 Then denying maintenance and influence of General Motors Corporation through their advertised "Mr.  
21 Good-Wrench, thus severely endangering Clients, trusting Plaintiffs and the Public health and welfare.

22 6.3. Defendants continuously denied advertised expert maintenance and care to assist Plaintiffs that  
23 could or would have prevented Plaintiffs GMC Suburban from having a collision that very nearly could  
24 have cost Plaintiffs and others their lives in a deadly fiery crash and resulted in Plaintiffs losses  
25 including severe body injury's, loss of stamina, loss of time with family and friends and loss of income,  
for which Defendants continually manipulated to avoid all visual rules of law pertaining to their acts of  
deceit analogous to Defendants perpetrated warranty and assurances of genuine conditions of the

PERJURED VEHICLE SALES

P-20

Clinton M. Tullis and Margaret L. Tullis  
and the parimony relationship thereof as ProSe  
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Suburban; along with installation of a non-conforming, inadequate "trailer brake control" and refusing any factory reference to its capabilities and rightfully concluded as criminal actions of an egregious Fiduciary.

6.4. The Suburban was not in a condition that it should be on the highway and Plaintiffs were assured that it was in positively excellent condition.

1 6.5. The body was beautiful and deceitful.

2 6.6. The mechanical functions were negative, inclusive of the braking system being dangerous.

3 6.7. Payment to Plaintiffs and shaming Defendants for their dangerous acts to the citizens of the  
4 United States and their visitors, should show our Legislators that their is a dire necessity of changing  
5 the rules pertaining to each and every vehicle used in any manor on any of the nations roads and  
6 decision is to also examine every vehicle coming into our nation whether by ship, plane or just being  
7 driven or hauled by neighboring country citizens.

8 VII.

9 **NOTE FOR MOTION**

10 7.1. Plaintiffs re-allege each and every allegation contained in Paragraphs Nos. 1.1. through 6.7. herein.

11 7.2. Plaintiffs/Claimants motion for this Court to order summary judgment as special proceeding and  
12 compensatory damages in summation of the crimes committed in this case; and giving consideration of  
13 the overwhelming moral certainty of Plaintiffs/ Complainants beyond all reasonable doubt, of Derivative  
14 torts continually, dangerously performed by Defendants; needlessly causing Plaintiffs/Complainants  
15 injuries, including income and property losses of the past, present and future and for the crippling,  
16 ruinous, tortuous, personal, mental, physical and monetary injuries; of which can only be partially  
17 repaired or satisfied by monetary reparable damages from Defendants willful - malicious conduct and  
18 derivative torts to Plaintiffs; Properly amounting to payment to Plaintiffs by Defendants of  
19 Eighty Seven Million and no/100 Dollars (\$87,000,000.00) for said Injuries prevailing; Applicable to the  
20 Defendants continuously manipulating with malice, to avoid all visual rules of law in specific performance  
21 as per advertisements and promises pertaining to their acts in denial of assist to Plaintiffs that could  
22 have prevented Plaintiffs from having a collision resulting in and continuing Plaintiffs multitude of serious  
23 Injuries.

24 7.3. As a result from the Unnecessary Accident, Plaintiff Clinton has consistently been notified to keep  
25 an essential appointment with the VA Hospital to check and keep Plaintiff in as good a shape as  
possible for his survival.

1  
2 7.4. On this \_\_\_\_\_ day of \_\_\_\_\_; This Court does hereby rule this case in favor  
3 of: Clinton M. Tullis, ProSe and Margaret L. Tullis, ProSe and the community comprised thereof.  
4  
5 The Defendants known as: Cornforth-Campbell and General Motors Corporation are hereby ordered to  
6 pay what Plaintiffs ask for; in the sum of Eighty Seven Million and No/100ths Dollars to be paid within  
7 \_\_\_\_\_ days from this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_. If Payments are effected,  
8 after this time and recognized for a short term; Interest will accrue @ 1&1/2 % per month from date of  
9 Court signature on this documented brief until payments are paid in full.

10 THE OFFICIATING JUDGE OF THIS CASE AGREES TO SWEAR TO THE OATH OF OFFICE  
11 AS INITIATED BY THE CONSTITUTIONAL LAWS: MAINLY, THE SEVENTH AMENDMENT.  
12 SEE PARAGRAPH NO. 1.4b., Page # 3.

13 \_\_\_\_\_  
14 Judge/Commissioner

15 *Sc*  
16 Clinton M. Tullis ProSe date

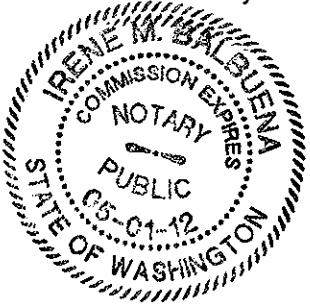
17 Margaret L. Tullis ProSe date

18 *Clinton M. Tullis*  
19 Clinton M. Tullis  
20 16300-184<sup>th</sup> ave.; S.E. Renton, Wa. 98058-0903  
21 Phone and Fax (425) 226-7399

22 *Margaret L. Tullis*  
23 Margaret L. Tullis  
24 16300-184<sup>th</sup> ave. S.E. Renton, Wa. 98058-0903  
25 Phone & Fax: 425-226-7399

26 I, *Irene Ballbuena*, being a  
27 Notary Public in and for the State of Washington  
28 do hereby swear that on this 2nd day of:  
AUGUST 2011; I witnessed the Tullis's  
signatures on this portion of this document

My commission expires on 05/01/2012  
*Irene Ballbuena*



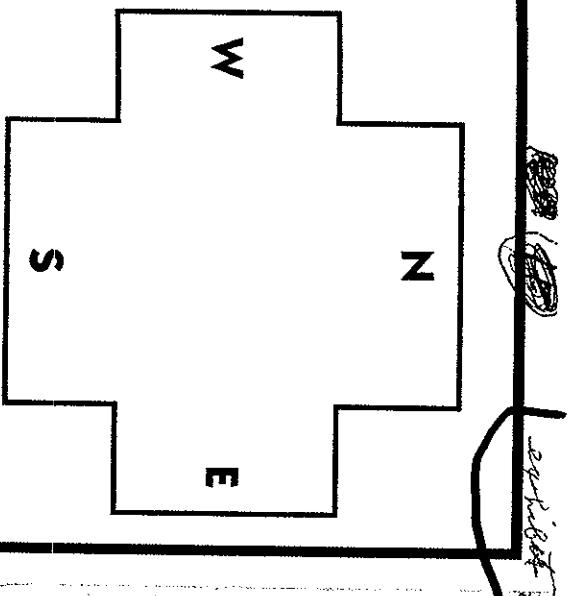
Exhibits and locations in order	Numbers	Definitions	Numbers	Definitions
1) Mr. Good Wrench & Nations Agency's 2) Warranty & Declarations of Conditions 3) Clinton "Mechanics Manual" 4) Chehalis District Court 5) V.A. Medical History	(9) Letter to Cornforth-Campbell after several denials of needs of Service and disillusioned cure for perjured guaranty of. (3) Differentiator Book (Manual) (10) Headlamp Lens and Bulb replacements, Brakes.. (11) Dual Responsibility-Complicity (Corporation & Agency's) (12) Obligations of Manufacturers in assembly of all motor vehicles. (13) Upon General Motors receiving Plaintiff's first Complaint; Mr. Rick Van Waarden immediately ordered stronger quality of metal and welding in all vehicle frames and sloping assembly of all General Motors new vehicles. He sent Plaintiff's a notice of the order and contributed the change to Plaintiff's understanding, plus offered \$15,000 to Plaintiff's on any new purchase of a GMC Vehicle. We have had the same response from three other GMC Leaders offering \$25,000 reduction offer to Plaintiff from any GMC vehicle purchase by Plaintiff. (14) Cornforth Campbell Agency perjured advertising and Supervising on false repairs. (15) Plaintiff's Call for Grand Jury Determination in event of any denial of Plaintiff's Summary Judgment (16) The Crushing of Plaintiff's health; with delayed, doubled, huge Lower Inguinal surgery's, arm and wrist slings & wrap supports, medicines, Ex-rays, Scans and a Heart Pace Maker and continual examinations; essential for survival through efforts at the Veterans Hospital. All from neglect of proper surveillance and questionable survival conditions Defendants perjured; In anxiety to rid the one-half portion of their responsibility to Plaintiff's through recently transferring their total Agency responsibility inclusive of the most recent Summons and Complaint of this Case to their Insurance Company in California of whom has made contact with Plaintiff's and is waiting for Plaintiff's decision of which Plaintiff's will place this brief and Exhibits to Defendants assistants inclusive of trial dates for trial of each Defendant.			
(17) Defendant Cornforth Campbell: Willful, Malicious Conduct, declaring Plaintiff's Purchase passed a rigid inspection and has been reconditioned to the highest standards, (18) Willful, Malicious Conduct in pressing for new sales through advertising of GMC Mr. Good Wrench at all of GMC U.S. Agency's; Cannot take Bankruptcy, or find other Means to hide Values.				
(19) Willful, Malicious Conduct of Well, Gotshal & Manges LLP becoming responsible for Motors Liquidation Company; and Representing General Motors Corporation to Federal Government in Chapter 11 Bankruptcy. Chapter 11 is certain when it can be allowed to a party/Organization, etc.. that has an income and a history of capability to make payments on their Debts.				<i>So defendants will get off easy by paying their Bill.</i>
General Motors is and has been an Accessory to its Agency of Cornforth-Campbell in Puyallup, WASHINGTON THAT Committed many Criminal Acts and Injuries to Plaintiff's amidst an enormous sum of Perjury about perfection of a GMC Suburban purchased from Cornforth-Campbell that caused lifelong hearing & heart damages to Clinton along with eight months of Super "Lower Inguinal Hernias, not being overcome by Surgery for eight months because of the enormous damages AND IF Clinton had not been a mechanic for many years; would have led to the deaths OF SEVERAL CAR LOADS OF PEOPLE STOPPED FOR EMERGENCY ON THE Chehalis and Centralia portion of I-5 Super Highway. Plaintiff Margaret had to spend the balance of the day and all night at the Centralia Hospital for bruises encountered from Plaintiff's contact of the vehicle nearest and waiting in front because of a earlier contact caused from about a quarter of a mile ahead vehicles suddenly having emergency stops. She has not completely overcome her injuries and fright to date. We have well earned more than we have asked for. WE WILL NOT QUIT UNTIL PAIN.				

Exhibits & Facts  
for actionable briefs  
Numbers 1-19

Page 23

Clinton M. Tullis and Margaret L. Tullis  
and the palimony relationship thereto as ProSe  
16300-184<sup>th</sup> avq S.E. Renton WA 98058-0903

DOCUMENT NUMBERS	EXHIBITS	NO. S	EXHIBITS	NOS.	EXHIBITS
1	1.2a --- # 1 & 2	2.9	# 17	2.22a	# 14
2	1.3 --- # 11	2.9a	# 15	3.4g	# 10
3	1.3a1 --- # 2	2.9a1	# 14	3.4i	# 1
4	1.3a2 --- # 2 & 14	2.9b	# 2	3.6b	# 10
5	1.3c --- # 13	2.10	# 15	3.8b	# 9
6	1.3d --- # 11	2.10a	# 5	3.8c	# 10
7	1.3e2 --- # 18	2.10b	# 3	3.9	# 3
8	1.3f --- # 18	2.11	# 1	3.10a	--- 8
9	1.3g --- # 11	2.11a	# 15	3.11c	--- # 8
10	1.3h --- # 11	2.11b1	--- # 17	3.12	--- # 4
11	1.3i --- # 1	2.11b2	--- # 16	3.16	--- # 14
12	1.3j --- # 13	2.11c	--- # 2	3.17	--- # 4
13	1.3k --- # 11	2.11d	--- # 17	3.18	--- # 11
14	1.3l --- # 12	2.12a	--- # 1	3.20b	--- # 7
15	1.3m --- # 12	2.12b	--- # 18	3.21	--- # 13
16	1.3n --- # 1 & 2	2.14a	--- # 1	3.23	--- # 1 & 2
17	1.3o --- # 13	2.14b	--- # 6	3.24	--- # 3
18	1.3p --- # 13	2.14c	--- # 14	4.3b	--- # 3
19	1.3q --- # 12	2.14d	--- # 17	4.3c	--- # 7
20	1.3r --- # 2	2.14g	--- # 6	4.11	--- # 9
21	1.3s --- # 13 1.3t --- # 2	2.14h	--- # 5	4.13	--- # 2
22	1.4 --- # 1 & 2 1.3u --- # 13	2.15	--- # 17	5.2	--- # 5
23	1.4a --- # 14 & 9	2.15a1	--- # 1	5.2a	--- # 14
24	1.4b --- # 15	2.15a2	--- # 17	5.2b	--- # 14
25	1.5 --- # 11 & 14	2.15a3	--- # 1	5.3a	--- # 3
26	1.5a --- # 1 & 2	2.15a4	--- # 5 & 6	5.3c	--- # 4
27	1.6a --- # 11	2.15a5	--- # 14	5.4	--- # 1
28	1.6c --- # 11 # 17	2.15a6	--- # 5	5.7a	--- # 3
29	2.3 --- # 1 & 11	2.16	--- # 2	5.12	--- # 3
30	2.3a --- # 2 2.3b --- # 17	2.16a	--- # 11	5.15	--- a & b # 8 each
31	2.4 --- # 2-9-18	2.17	--- # 14	5.18	--- # 3
32	2.4a --- # 18	2.19	--- # 6	5.19	--- # 11-12-13-14-18
33	2.5a --- # 11-12-17	2.20	--- # 3- & 17	6.4	--- # 11-14-15-17-18
34	2.5b --- 2 & 14	2.20a	--- # 18		
35	2.7 --- # 14				
36	2.7a --- # 16				
37	2.8 --- # 2				
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Draw a diagram of the accident showing the direction of the vehicles and the point of accident. Show street names and location of street signs, stop signs, lights, etc.

**OTHER VEHICLE:**

- Stopped in traffic
- Moving
- Legally parked

Describe any other damage or pertinent information below:

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**Approved Auto  
Body Repair**

**COLLISION  
CENTER  
ACCIDENT RECORD**

In case of an accident, be prepared with this handy record keeper.

**COMPLIMENTS OF:**

Kurt Johnson, Manager  
Cornforth-Campbell Collision Center  
Corner of East Pioneer & 2nd St. S.E.  
in downtown Puyallup

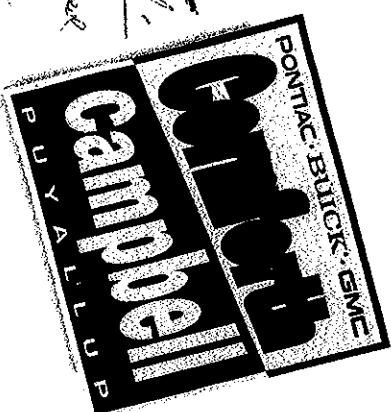
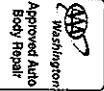


exhibit H A-1  
H A-1

## THE CONSTITUTION OF THE UNITED STATES

### 1. Amendment No. 5:

No Person shall be held nor be deprived of life, Liberty, or property without due process of law; nor shall private property be taken for public use without just compensation.

### 2. AMENDMENT IX

The enumeration of certain rights shall not be construed to deny or disparge others retained by the people.

### 3. AMENDMENT VII

In all suits of common law, where the value in controversy shall exceed \$20.00, the right of Jury shall be preserved. No fact tried by Jury shall be otherwise reexamined in any Court of the U.S., than according to the rules of common Law.

### 4. AMENDMENT XIV

No state shall make or enforce any law which will abridge the privileges or immunities of citizens of the United States, nor shall any state deprive any person of life, liberty or property without due process of law; nor deny to any person within its jurisdiction, the equal protection of the laws.

Section v: The congress shall have the power to enforce by appropriate legislation, the provisions of this Article.

#### NOTE:

The first 10 Amendments (Bill of rights) were ratified, effective December 15, 1791  
The 14th Amendment was ratified July 9, 1868.

#### WITH CONSTITUTIONAL PROTECTED PROPERTY RIGHTS:

1. The just compensation clause is self-actuating and a debt is owed.

(a) Actions taken by Governmental Officials that result in a physical invasion or occupancy of private property, and regulations imposed on private property that substantially affect its value or use, may constitute a taking of property; P 3 of 4

(b) Further, Governmental action may amount to a taking even though the action results in less than a complete deprivation of all use or value, or of all separate and distinct interests in the same private property and even if the action constituting a taking is temporary in nature.

(c) The just Compensation clause is self-actuating, requiring that compensation be paid whenever governmental action results in a taking of Private property, regardless of whether the underlying authority for the action contemplated a taking or authorized the payment of compensation.

(d) Accordingly, governmental action that may have a significant impact on the use or value of Private property should be scrutinized to avoid undue or unplanned burdens on the public fisc. (Fisc=The Treasury of a political entity).

#### FURTHER FOR AN AFTER-THOUGHT:

On December 10, 1948, The General Assembly of the United Nations adopted and proclaimed The Universal Declaration of Human Rights:

Article 17: (1) Everyone has the right to own property alone as well as in association



R-2-05-4

B

## SERVICE #1

EVERY 3,000 MILES

- CHANGE ENGINE OIL AND FILTER
- LUBRICATE CHASSIS
- VISUALLY INSPECT VEHICLE INCLUDING TIRES, SHOCKS, EXHAUST, HOSES, BELTS AND LIGHTS
- CHECK ALL FLUIDS
- CLEAN ALL GLASS
- VACUUM INTERIOR
- INSPECT INTAKE AIR FILTER
- INSPECT WIPER BLADES

## SERVICE #2

DUE @ 6,000/21,000/36,000/51,000/  
66,000/81,000/99,000 MILES

- CHANGE ENGINE OIL AND FILTER
- LUBRICATE CHASSIS
- INSPECT FRONT AND REAR BRAKE SYSTEMS
- ROTATE TIRES
- VISUALLY INSPECT VEHICLE INCLUDING TIRES, SHOCKS, EXHAUST, HOSES, BELTS AND LIGHTS
- CHECK ALL FLUIDS
- CLEAN ALL GLASS
- VACUUM INTERIOR
- INSPECT INTAKE AIR FILTER
- INSPECT WIPER BLADES

## SERVICE #3

DUE @ 15,000/45,000/  
75,000/105,000 MILES

- CHANGE ENGINE OIL AND FILTER
- LUBRICATE CHASSIS
- INSPECT FRONT AND REAR BRAKE SYSTEMS
- ROTATE TIRES
- CHECK 4 WHEEL ALIGNMENT
- REPLACE FUEL FILTER
- VISUALLY INSPECT VEHICLE INCLUDING TIRES, SHOCKS, EXHAUST, HOSES, BELTS AND LIGHTS
- CHECK ALL FLUIDS
- CLEAN ALL GLASS
- VACUUM INTERIOR
- INSPECT INTAKE AIR FILTER

## SERVICE #4

DUE @ 24,000/48,000/  
72,000/96,000 MILES

- CHANGE ENGINE OIL AND FILTER
- LUBRICATE CHASSIS
- SERVICE THROTTLE BODY
- CLEAN FUEL INJECTION SYSTEM
- LUBRICATE DOOR HINGES AND WEATHERSTRIPS
- VISUALLY INSPECT VEHICLE INCLUDING TIRES, SHOCKS, EXHAUST, HOSES, BELTS AND LIGHTS
- CHECK ALL FLUIDS
- CLEAN ALL GLASS

REPLACE SPARK PLUGS - SOME MODELS  
@ 100,000 MILES ONLY - ADDTL COST. ASK FOR QUOTE.  
REPLACE TRANSMISSION FILTER AS NEEDED.  
ADDTL COST. ASK FOR QUOTE.  
FLUSH AND REPLACE ENGINE COOLANT  
-SOME MODELS @ 100,000 MILES ONLY -  
ADDTL COST. ASK FOR QUOTE.

## SERVICE #5

DUE @ 30,000/60,000/90,000 MILES

- CHANGE ENGINE OIL AND FILTER
- LUBRICATE CHASSIS
- INSPECT FRONT AND REAR BRAKE SYSTEMS
- ROTATE TIRES
- CHECK 4 WHEEL ALIGNMENT
- REPLACE AIR FILTER
- REPLACE FUEL FILTER
- FLUSH AUTOMATIC TRANSMISSION AND REPLACE FLUID
- REPLACE PCV VALVE
- INSTALL FUEL SYSTEM CLEANER ADDITIVE
- VISUALLY INSPECT VEHICLE INCLUDING TIRES, SHOCKS, EXHAUST, HOSES, BELTS AND LIGHTS
- CHECK ALL FLUIDS
- CLEAN ALL GLASS
- VACUUM INTERIOR

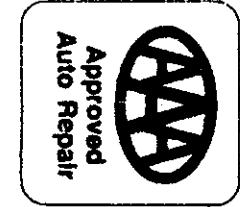
Shuttle Service Available  
We Accept  
All Major  
Credit Cards

Service Hours

Monday Through Friday  
7:30a.m. To 6:00p.m.

Saturday  
8:00a.m. To 4:00p.m.

Phone (253) 845-8881  
Toll Free 1-800-573-8881



exhibit

# CORNFORTH-CAMPBELL

## PUYALLUP

"NICE IS BETTER"

NEY AVE. N.E. • P.O. BOX 537 • PUYALLUP, WASHINGTON 98372-2516  
SALES/SERVICE/BODY SHOP (253) 845-8881



This sloppy left front brake repair was performed by GMC on stock wrench at agency of Cornforth - Campbell

ADVISOR	TAG NO	INVOICE DATE	INVOICE NO
JOHN YUZAMAS 25	LICENSE NO	55622	PNCS19046
	MILEAGE		STOCK NO.
YEAR / MAKE / MODEL			03082A
99/GMC/SUBURBAN/SLT 4X4 K25			DELIVERY DATE
VEHICLE I.D. NO.		06/02/03	DELIVERY MILES
3GKGK26J2XG 532591			SELLING DEALER NO
MBI NO.			PRODUCTION DATE
NE	COMMENTS	R.O. DATE	
		07/02/03	
			MO: 55622

CUSTOMER CAN SEE BRAKES, PER RAY  
IND PADS

INTERNAL

DESCRIPTION  
CALIPER A 4.665  
CALIPER A 4.665  
PAD KIT 5.017

UNIT PRICE  
INTERNAL  
INTERNAL  
INTERNAL  
0.00

TOTAL - PARTS

JOB# 1 JOURNAL PREFIX PNCS JOB# 1 TOTAL 0.00

ILITY  
CHECK ENGINE LIGHT IS ON AND RUNS ROUGH

INTERNAL

JOB# 2 JOURNAL PREFIX PNCS JOB# 2 TOTAL 0.00

ODAY, YOU MAY RECEIVE A SURVEY  
ANSWERS AND THE RETURN OF THIS  
ANSWER SHEET IS REQUIRED TO PROVIDE  
FOR OUR CORRECT AND ACCURATE INTERPRET  
"COMPLETED" WORKSHEET

IF YOU ARE UNABLE TO PARK THAT AREA  
TUNITY TO ADDRESS YOUR CONCERNs.

\*\*\*\*\*  
CORNFORTH-CAMPBELL MOTORS AS YOUR

BUSINESS!!!!!!

TOTAL LABOR... 0.00  
TOTAL PARTS... 0.00  
TOTAL SUBLET... 0.00  
TOTAL G.O.G... 0.00  
TOTAL MISC CHG... 0.00  
TOTAL MISC DISC... 0.00  
TOTAL TAX... 0.00

TOTAL INVOICE \$ 0.00

#### YOUR SATISFACTION IS OUR GOAL

Thank you for this opportunity to serve you. It is our goal to perform all repairs requested on this repair order to your complete satisfaction.

If our service was satisfactory tell your friends; if not, please tell us immediately. All claims for adjustment must be accompanied by this invoice within 90 days or 4,000 miles, whichever comes first.

#### DISCLAIMER OF WARRANTIES

Any warranties on the product sold hereby are those made by the manufacturer. The seller hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and the seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products. Any limitation contained herein does not apply where prohibited by law.

The information contained on the estimate, worksheet and/or repair order is incorporated herein by reference.

\*SUPPLIES—A token charge equivalent to 7% of the labor charge on mechanical repairs is included for supplies used on your vehicle. Maximum charge is \$25.00. Example supply items are nuts, bolts, washers, tape, solvent, towels, cleaners, solder, wire sealers, etc.

#### TERMS

No returns on electrical or special ordered items. No returns after 24 hours or without this invoice. A 20% handling charge will be applied on all merchandise returned for credit. Items purchased by check require 10 working days before refund will be issued.

Thank  
You

04:31pm

\*\*\*\*\*  
the caliper ~~was~~ and pins needed  
Customer copy replacing was extremely bad.

[ END OF INVOICE ]





400 Valley Ave. NE  
P.O. Box 537  
Puyallup, WA 98371

**Forwarding Service  
Requested**

Sept. 30-03

U.S. POSTAGE  
Exhibit H  
1880  
RECORDED MAIL

1820-1823

## **SERVICE REMINDER**

OUR COMPUTER SERVICE RECORD SUGGESTS THAT  
YOUR VEHICLE IS DUE FOR **ROUTINE MAINTENANCE**.  
PLEASE CHECK YOUR MAINTENANCE LOG AND CONTACT US.

**“You Are A Valued Customer.”**

PLEASE CALL US BY 10/07/03  
PHONE (253)845-8881 OR TOLL FREE 1-800-523-8881

RE. 99 GMC SUBURBAN  
#3GKGK26J2XG532591

CLINTON TULLIS  
16300 184TH AVE SE  
BENTON, WA 98058-0903

1 month after warranty  
expired

P#4

*Exhibit FF 2-A  
2 pages*

## LIMITED WARRANTY

Dealer sells to purchaser the motor vehicle identified below subject to the terms and conditions of the Limited Warranty as outlined.

**PURCHASER (Buyer)**  
Name CLINTON M TULLIS  
Address 16300 164TH AVE SE  
City RENTON  
State WA  
Phone (425)226-7399

Date of Vehicle Delivery: 2nd JUNE

<b>SELLER (Dealer)</b>		<b>VEHICLE IDENTIFICATION</b>
Name <u>CORNFORTH-CAMPBELL MOTORS INC</u>	Year <u>1999</u>	
Address <u>400 VALLEY AVE. NE. POB 538</u>	Make <u>GMC</u>	
City <u>PIUYALLUP</u>	Model <u>SUBURBAN 4X4</u>	
State <u>WA</u>	IDN <u>3GK6K26J2XG532591</u>	
Phone <u>(253)845-8881</u>		
	2003 Odometer Reading: <u>53473</u>	Miles
	Date of Sale: <u>6-2-03</u>	

**TERMS OF THIS LIMITED WARRANTY**

- TO WHOM IS THIS WARRANTY ISSUED?** The dealer offers and extends this limited warranty on mechanical defects on the components and parts described in Section B below to the original purchaser only and applies only with respect to the motor vehicle described hereon and it cannot be transferred to any other person during the duration of the limited warranty.
- WHAT PARTS OF THE VEHICLE ARE COVERED BY THE LIMITED WARRANTY?** The Coverage of this warranty shall be limited to the covered components and parts thereof as checked below:

<b>ENGINE GROUP</b>	<b>FUEL SYSTEM GROUP</b>	<b>SUSPENSION GROUP</b>
<input checked="" type="checkbox"/> Engine Block	<input checked="" type="checkbox"/> Carburetor	<input checked="" type="checkbox"/> Front Suspension & Shocks
<input checked="" type="checkbox"/> Cylinder Heads & Assemblies	<input checked="" type="checkbox"/> Fuel Pump	<input checked="" type="checkbox"/> Rear Suspension & Shocks
<input checked="" type="checkbox"/> Internal Engine Components	<input checked="" type="checkbox"/> Fuel Gauge (Tank)	<input checked="" type="checkbox"/> Front Wheel Bearings & Seals
<input checked="" type="checkbox"/> Engine Thermostat	<input checked="" type="checkbox"/> Emission Control System	
<input checked="" type="checkbox"/> Manifold & Gaskets (Intake & Exhaust)		
<input checked="" type="checkbox"/> Water Pump		
<input checked="" type="checkbox"/> Crankshaft Pulley		
<input checked="" type="checkbox"/> Flywheel		
<input checked="" type="checkbox"/> Vibration Damper		
<input checked="" type="checkbox"/> Engine Mounts		
<input checked="" type="checkbox"/> Oil Pump		
<b>TRANSMISSION GROUP</b>	<b>EXHAUST SYSTEM GROUP</b>	<b>ELECTRICAL GROUP</b>
<input checked="" type="checkbox"/> Drive Shaft	<input checked="" type="checkbox"/> Muffler	<input checked="" type="checkbox"/> Battery
<input checked="" type="checkbox"/> Universal Joints	<input checked="" type="checkbox"/> Exhaust Pipe	<input checked="" type="checkbox"/> Generator or Alternator
<input checked="" type="checkbox"/> Transmission Oil Cooler	<input checked="" type="checkbox"/> Tail Pipe	<input checked="" type="checkbox"/> Starter Motor
<input checked="" type="checkbox"/> Transmission & all internal transmission parts except manual transmission clutch assembly		<input checked="" type="checkbox"/> Voltage Regulator
<input checked="" type="checkbox"/> All Gaskets & Seals		<input checked="" type="checkbox"/> Windshield Wiper Motor
		<input checked="" type="checkbox"/> Heater Motor
<b>DIFFERENTIAL GROUP</b>	<b>STEERING GROUP</b>	<input checked="" type="checkbox"/> Distributor
<input checked="" type="checkbox"/> Differential Housing & Internal Parts	<input checked="" type="checkbox"/> Steering Gear	<input checked="" type="checkbox"/> Light Assemblies-except bulbs
<input checked="" type="checkbox"/> Drive Axles	<input checked="" type="checkbox"/> Power Steering Pump & Valve	<input checked="" type="checkbox"/> Turn Signal Switch
<input checked="" type="checkbox"/> Wheel Bearings	<input checked="" type="checkbox"/> Steering Linkage	<input checked="" type="checkbox"/> Horn
<input checked="" type="checkbox"/> Gaskets & Seals	<input checked="" type="checkbox"/> Hoses & Fittings	<input checked="" type="checkbox"/> Head Lamp Switch
		<input checked="" type="checkbox"/> Drive Belts
<b>BRAKE GROUP</b>	<i>all Bad</i>	<input checked="" type="checkbox"/> Instrument Panel Gauges
<input checked="" type="checkbox"/> Master Cylinder		
<input checked="" type="checkbox"/> Power Brake Cylinder		
<input checked="" type="checkbox"/> Brake Calipers		
<input checked="" type="checkbox"/> Wheel Cylinder		
<input checked="" type="checkbox"/> Rotors		
<input checked="" type="checkbox"/> Brake Drums		
<input checked="" type="checkbox"/> Parking Brake-except brake shoes or lining		
<b>COOLING SYSTEM GROUP</b>	<i>bad radiator cap</i>	
<input checked="" type="checkbox"/> Radiator	<i>bad radiator cap</i>	
<input checked="" type="checkbox"/> Radiator Hoses	<i>thermostat</i>	
<b>OTHER</b>		

**Express Statement of Exclusion:**

**ALL COMPONENTS AND PARTS NOT SPECIFICALLY CHECKED ABOVE ARE NOT COVERED BY THIS LIMITED WARRANTY.**

Any part of the vehicle otherwise covered by this Limited Warranty which has been subjected to misuse, negligence, alteration or accident is not covered by this Limited Warranty.

- WHAT PERCENTAGE OF REPAIR CHARGES ARE COVERED?** This limited warranty covers \_\_\_\_\_ % of parts and \_\_\_\_\_ % of labor for repairs under section B above.
- HOW LONG DOES LIMITED WARRANTY RUN?** This limited warranty begins on the date of delivery and extends for \_\_\_\_\_ days or \_\_\_\_\_ miles beyond odometer reading stated above, whichever comes first.
- WHAT ARE THE VEHICLE OWNER'S OBLIGATIONS?** In the event of a mechanical defect, the purchaser should return the described vehicle to the above dealer. If you are not able to return to said dealer, call the dealer at the above telephone number, without charge, and you will receive advice as to the proper procedure. Purchaser must authorize and pay the applicable percentage due, plus state and local taxes, on each covered repair under Section B above in cash. If the purchaser is dissatisfied because he feels the dealer has failed to conform to this warranty, he should contact:

(Dealer or personal representative) \_\_\_\_\_ Phone No. XXXXXX

at the above dealer's address

**CORNFORTH-CAMPBELL MOTORS INC**

(253)845-8881

- WHAT IS THE SELLING DEALER'S OBLIGATION?** The obligation of the seller issuing this warranty is expressly limited to replacement or repair of the defective part or parts at his place of business, and does not include bills contracted by the purchaser elsewhere, or towing charges. This warranty must be presented by the purchaser with any claim.

- LIMITATION ON IMPLIED WARRANTIES, CONSEQUENTIAL AND INCIDENTAL DAMAGES.**

ALL IMPLIED WARRANTIES, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE HERBY LIMITED TO THE SAME DURATION OF TIME AS THE LIMITED WARRANTY ABOVE STATED. SOME STATES DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES. YOU MAY NOT APPLY TO YOU PURCHASER SHALL

B. WHAT PARTS OF THE VEHICLE ARE COVERED BY THE LIMITED WARRANTY? The Coverage of this warranty shall be limited to the covered components and parts thereof as checked below:

<b>ENGINE GROUP</b> <input checked="" type="checkbox"/> Engine Block <input checked="" type="checkbox"/> Cylinder Heads & Assemblies <input checked="" type="checkbox"/> Internal Engine Components <input checked="" type="checkbox"/> Engine Thermostat <i>Bad</i> <input checked="" type="checkbox"/> Manifold & Gaskets (Intake & Exhaust) <input checked="" type="checkbox"/> Water Pump <input checked="" type="checkbox"/> Crankshaft Pulley <input checked="" type="checkbox"/> Flywheel <input checked="" type="checkbox"/> Vibration Damper <input checked="" type="checkbox"/> Engine Mounts <input checked="" type="checkbox"/> Oil Pump	<b>FUEL SYSTEM GROUP</b> <input checked="" type="checkbox"/> Carburetor <input checked="" type="checkbox"/> Fuel Pump <input checked="" type="checkbox"/> Fuel Gauge (Tank) <input checked="" type="checkbox"/> Emission Control System	<b>SUSPENSION GROUP</b> <input checked="" type="checkbox"/> Front Suspension & Shocks <input checked="" type="checkbox"/> Rear Suspension & Shocks <input checked="" type="checkbox"/> Front Wheel Bearings & Seals
<b>TRANSMISSION GROUP</b> <input checked="" type="checkbox"/> Drive Shaft <input checked="" type="checkbox"/> Universal Joints <input checked="" type="checkbox"/> Transmission Oil Cooler <input checked="" type="checkbox"/> Transmission & all internal transmission parts except manual transmission clutch assembly <input checked="" type="checkbox"/> All Gaskets & Seals	<b>EXHAUST SYSTEM GROUP</b> <input checked="" type="checkbox"/> Muffler <input checked="" type="checkbox"/> Exhaust Pipe <input checked="" type="checkbox"/> Tail Pipe	<b>ELECTRICAL GROUP</b> <input checked="" type="checkbox"/> Battery <i>Bad</i> <input checked="" type="checkbox"/> Generator or Alternator <input checked="" type="checkbox"/> Starter Motor <input checked="" type="checkbox"/> Voltage Regulator <input checked="" type="checkbox"/> Windshield Wiper Motor <input checked="" type="checkbox"/> Heater Motor <input checked="" type="checkbox"/> Distributor <input checked="" type="checkbox"/> Light Assemblies-except bulbs <input checked="" type="checkbox"/> Turn Signal Switch <input checked="" type="checkbox"/> Horn <input checked="" type="checkbox"/> Head Lamp Switch <input checked="" type="checkbox"/> Drive Belts <input checked="" type="checkbox"/> Instrument Panel Gauges
<b>DIFFERENTIAL GROUP</b> <input checked="" type="checkbox"/> Differential Housing & Internal Parts <input checked="" type="checkbox"/> Drive Axles <input checked="" type="checkbox"/> Wheel Bearings <input checked="" type="checkbox"/> Gaskets & Seals	<b>STEERING GROUP</b> <input checked="" type="checkbox"/> Steering Gear <input checked="" type="checkbox"/> Power Steering Pump & Valve <input checked="" type="checkbox"/> Steering Linkage <input checked="" type="checkbox"/> Hoses & Fittings	<b>BRAKE GROUP</b> <i>all Bad</i> <input checked="" type="checkbox"/> Master Cylinder <input checked="" type="checkbox"/> Power Brake Cylinder <input checked="" type="checkbox"/> Brake Calipers <input checked="" type="checkbox"/> Wheel Cylinder <input checked="" type="checkbox"/> Rotors <input checked="" type="checkbox"/> Brake Drums <input checked="" type="checkbox"/> Parking Brake-except brake shoes or lining
		<b>COOLING SYSTEM GROUP</b> <i>Bad</i> <input checked="" type="checkbox"/> Radiator <i>Bad</i> <input checked="" type="checkbox"/> Radiator Hoses <i>thermostat</i>
		<b>OTHER</b> <hr/> <hr/>

Express Statement of Exclusion:

ALL COMPONENTS AND PARTS NOT SPECIFICALLY CHECKED ABOVE ARE NOT COVERED BY THIS LIMITED WARRANTY.

Any part of the vehicle otherwise covered by this Limited Warranty which has been subjected to misuse, negligence, alteration or accident is not covered by this Limited Warranty.

C. WHAT PERCENTAGE OF REPAIR CHARGES ARE COVERED? This limited warranty covers \_\_\_\_\_ % of parts and \_\_\_\_\_ % of labor for repairs under section B above.

D. HOW LONG DOES LIMITED WARRANTY RUN? This limited warranty begins on the date of delivery and extends for 100 days or 100 miles beyond odometer reading stated above, whichever comes first.

E. WHAT ARE THE VEHICLE OWNER'S OBLIGATIONS? In the event of a mechanical defect, the purchaser should return the described vehicle to the above dealer. If you are not able to return to said dealer, call the dealer at the above telephone number, without charge, and you will receive advice as to the proper procedure. Purchaser must authorize and pay the applicable percentage due, plus state and local taxes, on each covered repair under Section B above in cash. If the purchaser is dissatisfied because he feels the dealer has failed to conform to this warranty, he should contact:

(Dealer or personal representative)

Phone No. (XXXXXX)

at the above dealer's address

COMMERCIAL CAR & TRUCK MOTORS INC

(253) 845-8881

F. WHAT IS THE SELLING DEALER'S OBLIGATION? The obligation of the seller issuing this warranty is expressly limited to replacement or repair of the defective part or parts at his place of business, and does not include bills contracted by the purchaser elsewhere, or towing charges. This warranty must be presented by the purchaser with any claim.

G. LIMITATION ON IMPLIED WARRANTIES, CONSEQUENTIAL AND INCIDENTAL DAMAGES.

ALL IMPLIED WARRANTIES, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE HERBY LIMITED TO THE SAME DURATION OF TIME AS THE LIMITED WARRANTY ABOVE STATED. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU. PURCHASER SHALL NOT BE ENTITLED TO RECOVER FROM THE SELLING DEALER ANY CONSEQUENTIAL DAMAGES, DAMAGES TO PROPERTY, DAMAGES FOR LOSS OF USE, LOSS OF TIME, LOSS OF PROFITS, OR INCOME, OR ANY OTHER INCIDENTAL DAMAGES. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

H. PURCHASER'S LEGAL RIGHTS.

This warranty gives you specific legal rights, and you may also have other rights which vary from state to state. No action arising out of this warranty may be brought by the purchaser more than \_\_\_\_\_ year(s) after the cause of action arises. (Not less than one year, nor more than four years.)

There is no other express agreement between the dealer and the purchaser.

Purchaser acknowledges that he has read, understands and accepts all of the provisions of this limited warranty covering the motor vehicle described above.

Date: \_\_\_\_\_

BUYER'S SIGNATURE: *John R. Parker*

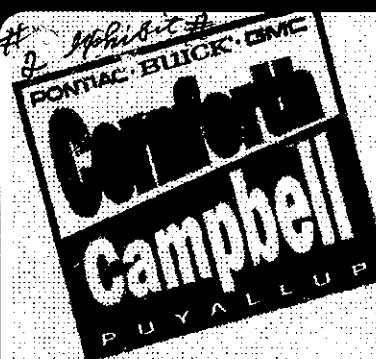
2003

CO-BUYER'S SIGNATURE: *Margaret E. Parker* WITNESS: \_\_\_\_\_

DEALER'S SIGNATURE: \_\_\_\_\_ WITNESS: \_\_\_\_\_

(Not valid unless signed by dealer or his authorized representative.)

# 18



## Quality Pre-Owned Vehicle

This Vehicle Has  
Passed A Rigid  
Inspection

Has Been  
Reconditioned To The  
Highest Standards

Extended Service  
Agreement May Be  
Available

Credit Problems?

We Are Partners With  
Many Financing  
Institutions To Help  
Get You On The Road!

# "Nice Is Better"



# GMC

[cornforthcampbell.com](http://cornforthcampbell.com)

800-573-8881

1999 GMC Suburban 2500 SLT Suv 4WD

7.4 Liter V-8 Throttle Body Inj.

Mileage : 53,447

Transmission : Automatic

Color : Blue

V.I.N. : 3GKHK26J2XG532591

Stock # : 03082A

### COMFORT EQUIPMENT AND ACCESSORIES

Power Steering  
Power Door Locks  
Power Driver's Seat  
Cassette Player  
Cd Player  
Front Bucket Seats  
Lumbar Seat Supports  
Gauge Cluster  
Tachometer  
Tilt Steering Wheel  
Tinted Glass  
Dual Power Mirrors  
Rear Air Condition Or Ctl.  
Beverage Holder  
Power Brakes  
Power Windows  
AM/FM Stereo Radio  
Premium Sound System  
Leatherette Or Leather Trim  
Reclining Seats  
Center Storage Console  
Trip Odometer  
Air Conditioning  
Cruise Control  
Power Access Outlet  
Trip Computer Or Compass  
Overhead Console  
Running Boards

### OTHER ACCESSORIES

Fold Down Rear Seat  
Rear Defroster  
Remote Trunk Lid  
Anti-lock Braking System  
Ball Or Receiver Hitch  
Fender Flares  
Premium Wheels  
Interval Wipers  
Rear Window Wiper  
Dual Air Bags  
Roof Rack-Luggage Rack  
Side Molding  
Radial Tires  
Step Bumper

Please Ask Your Sales Consultant For More  
Information on Pricing, Financing, and Trade-Ins

**"Media Reviews" - Comments about this vehicle...**   
It holds the most & offers the most brute force. [Consumer Review] The Suburban is still the cowboy limousine [Car & Driver]

Blue Book: \$24,820

**Cornforth Campbell: \$20,995**

ATTENTION BUYERS: VERIFY ALL EQUIPMENT & ACCESSORIES PRIOR TO SALE.  
Dealer Specialties COS disclaims any warranty as to the accuracy or to the working condition of the equipment listed above.  
Any purchaser or prospective purchaser should independently verify with a salesperson of the dealership listed above the  
accuracy of all listed information provided on this label. Price does not include state & local taxes, licence & title fees, doc  
fee or finance charges, if any. Dealer Specialties COS (800) 647-2422

#184232 Copyright © 1996 - Dealer Specialties, Inc. - All Rights Reserved

11

*this perjury is the worse I have ever heard of  
when you correlate it to facts.*

P 2 A  
H

DEAR S. 10201  
**CORNFORTH-CAMPBELL** 09-50026-mg  
MOTORS, INC.

**DUE BILL**

WORK PROMISED TO BE PERFORMED AT TIME OF SALE

**PRESENT THIS ORDER WHEN WORK IS TO BE COMPLETED**

1. TRAILER 3445
- 2.
- 3.
- 4.
- 5.
- 6.
- 7.

I HEREBY ACCEPT THIS DUE BILL WITH THE UNDERSTANDING THAT IT IS VALID FOR ONLY (30) THIRTY DAYS FROM DATE OF ISSUANCE.

NOTE: THE ABOVE PROMISED WORK IS THE ONLY WORK TO BE PERFORMED FREE OF CHARGE. ANY ADDITIONAL WORK WILL BE CHARGED FOR IN ACCORDANCE WITH THE TYPE OF WARRANTY ISSUED AT TIME OF SALE AND WILL BE CASH ON DELIVERY. ALL WORK MUST BE DONE IN OUR SHOP AND YOU MUST MAKE AN ADVANCE APPOINTMENT WITH THE SERVICE DEPARTMENT BEFORE THE ABOVE WORK CAN BE PERFORMED.

Signed: Sales Mgr.

Signed: Customer  *John L. Miller*

**DUE TO INSURANCE REGULATIONS — NO LOAN CARS AVAILABLE**

## BUYERS GUIDE

**IMPORTANT:** Spoken promises are difficult to enforce. Ask the dealer to put all promises in writing. Keep this form.

<b>GMC</b> VEHICLE MAKE	<b>Suburban 2500 SLT</b> MODEL	<b>1999</b> YEAR	<b>3GKGK26J2XG532591</b> VIN NUMBER
<b>03082A</b>		<b>03134</b>	

DEALER STOCK NUMBER (OPTIONAL)

**WARRANTIES FOR THIS VEHICLE:**



# AS IS-NO WARRANTY

**YOU WILL PAY ALL COSTS FOR ANY REPAIRS.** The dealer assumes no responsibility for any repairs regardless of any oral statements about the vehicle.



# WARRANTY

FULL  LIMITED WARRANTY. The dealer will pay 100\* % of the labor and 100\* % of the parts for the covered systems that fail during the warranty period. Ask the dealer for a copy of the warranty document for a full explanation of warranty coverage, exclusions, and the dealer's repair obligations. Under state law, "implied warranties" may give you even more rights.

**SYSTEMS COVERED:**

**DURATION:**

60 Days or 2,000 Miles

**Systems Covered:**

**ENGINE - TRANSMISSION - DRIVESHAFT  
DIFFERENTIAL - TRANSAXLE - IF SO EQUIPPED  
SUSPENSION - COOLING - ELECTRICAL - BRAKES  
STEERING - FUEL AND EXHAUST**

**AMERICAN MOTORS CORPORATION**

**10/10/98  
10000 MILES**

**OPTIONAL**



**SERVICE CONTRACT.** A service contract is available at an extra charge on this vehicle. Ask for details as to coverage, deductible, price, and exclusions. If you buy a service contract within 90 days of the time of sale, state law "implied warranties" may give you additional rights.

**PRE PURCHASE INSPECTION: ASK THE DEALER IF YOU MAY HAVE THIS VEHICLE INSPECTED BY YOUR MECHANIC EITHER ON OR OFF THE LOT.**

**SEE THE BACK OF THIS FORM for important additional information, including a list of some major defects that may occur in used motor vehicles.**

### More responsive controls

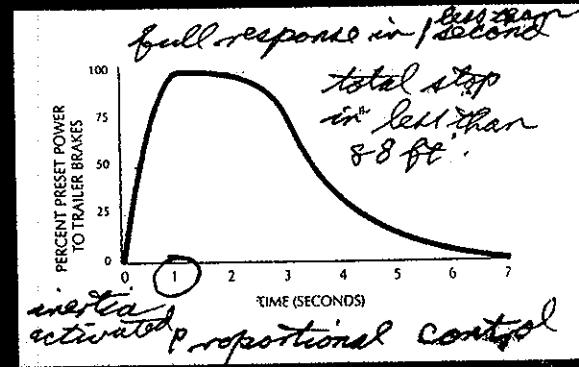
Advances in technology have created improved electronic trailer braking systems. They are inertia-activated devices that deliver power to trailer brakes in direct proportion to the actual physical deceleration of a tow vehicle. As the driver depresses the brake pedal, an adjustable motion detector inside the unit measures the change in speed. When properly set they send a proportional electrical signal to the trailer's brakes, which respond with just the right amount of braking force. The trailer decelerates smoothly at the same speed as the tow vehicle.

(See chart 2 opposite)

Properly adjusted proportional controls maximize brake efficiency and minimize brake wear. Stopping is much smoother, too. Notice how inertia-activated devices gradually reduce power after the initial onset of the braking event. Proportional controls normally prevent over-braking as the need for deceleration ends and the stop is nearly complete.

(6)

Chart 2



Proportional braking power builds quickly and then gradually tapers off as the system responds to changes in tow vehicle's speed.

This type of trailer brake control was absolutely the only category considered by Recreational Vehicle Sales people in the several years preceding Plaintiff's dilemma.

exhibit # 3

P-1 of 3

### stopping under control

### **Some things are constant.**

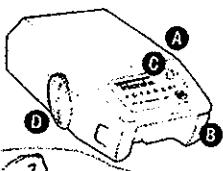
All types of trailer brake controls require the user to "tell" them "what" and "the condition of" the trailer brakes they will actuate during a stopping event. This is typically achieved by:

- Towing the trailer over a level surface between 25-30 MPH.
- The driver then independently actuates the trailer brakes using (squeezing) a manual override lever normally located on the front of the control.
- With the override fully engaged the driver is instructed to increase the power output of the brake control to a point "just before trailer wheel lock-up". This process is designed to set the control for maximum power delivery without losing control of the trailer during stops.

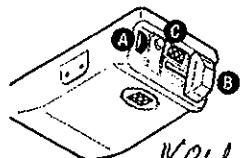
- A. Power Knob*
- B. Manual Slide Knob*
- C. Bi-Colored Light*
- D. Level Knob*

A. Power Knob  
B. Manual Slide Knob  
C. Bi-Colored Light  
timed  
accelerated  
break control  
no food  
in ~~the~~ ~~the~~  
one, one, one

### *Example of a Proportional Brake Control*

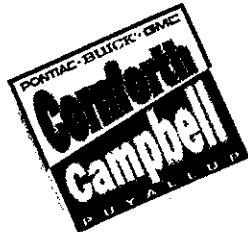


### Example of a Time Accuated Brake Control



### Example of a Time Accuated Brake Control

known to  
last in  
1- to 3 seconds  
of emergency  
use.



400 Valley Ave. NE  
P.O. Box 537  
Puyallup, WA 98371

Sept. 30-03

Exhibit 77 of

## **SERVICE REMINDER**

OUR COMPUTER SERVICE RECORD SUGGESTS THAT  
YOUR VEHICLE IS DUE FOR **ROUTINE MAINTENANCE**.  
PLEASE CHECK YOUR MAINTENANCE LOG AND CONTACT US.

## ***“You Are A Valued Customer.”***

PLEASE CALL US BY 10/07/03  
PHONE (253)845-8881 OR TOLL FREE 1-800-523-8881

RE. 99 GMC SUBURBAN  
#3GK6K2612XG532581

CLINTON TULLIS  
16300 184TH AVE SE  
RENTON, WA 98058-0903

Where  
Nice is Better



400 Valley Ave. NE, Puyallup

**SERVICE HOURS**  
**MONDAY THROUGH FRIDAY**  
**7:30 A.M. TO 6:00 P.M.**  
**SATURDAY**  
**8:00 A.M. TO 4:00 P.M.**

PHONE (253) 845-8881  
TOLL FREE 1-800-573-8881

www.cornforthcampbell.com  
Email: service@cornforthcampbell.com

**Collision Center Direct Phone  
(253) 848-7139**



EXHIBIT No 7

*June 4*  
We had purchased our GM Suburban in May of 2003 at Cornforth-Campbell Buick and GM in Puyallup, Wa. One of the conditions of Purchase was that the Suburban would be equipped to supply the towing and braking essential for a 30 foot Wilderness Trailer that weighed 7000 pounds before loading. WE WERE THEN PROMISED THAT CORNFORTH-CAMPBELL WOULD FURNISH US THE BOOK ON USE AND MAINTENANCE OF THE SUBURBAN AND ON THE EQUIPMENT ATTACHED.

The salesman showed me the newly mounted Trailer Electric Control and told me that I only needed to slide the "side switch forward or back" to get expected response on the brakes. This was the way to feel if the trailer would pull back on the suburban without applying the Suburbans brakes. You should then slide the switch in the opposite direction to barely release the pull back and that would give you full breakage when the Suburbans brakes were applied. Also, to check the trailer brakes activating after making the above adjustment.

We were advised to "slide the activator located on the front of the control", back and forth and it would indicate the ability of the trailer to assist in stopping. This was occasionally performed and we were confident of the trailer controlling its own weight in stopping.

[Prior to going on vacation to Oregons Southwest "Coast city" of Bandon, Oregon. Upon returning from a three day trip to Spokane, Washington, to a granddaughters graduation at Eastern Washington University; I pulled the wheels off of the trailer to make certain the lining and electric brakes were in good condition, and repacked the wheel bearings. I then adjusted the brakes to the recommendations of our trailer manual. The brakes linings and electric activators were in excellent condition as prescribed by the manual.]

RECEIPT OF THE PROMISED MANUAL ON THE ACTIVATOR WOULD HAVE AVOIDED PLAINTIFFS ACCIDENT AS PLAINTIFFS WOULD HAVE IMMEDIATELY REPLACED IT.

The Timed Activator is not actively comparable to Inertia-activator with proportional sensors which take less than one-second to deliver 100% (one-hundred percent) of their full stopping power.

*Inertia activator more commonly known as a differentiator*

I made four trips to Cornforth-Campbell to pick up the owners manuals and never was afforded one which they continued to ignore as they also ignored maintenance to be provided to the Suburban under the warranty. The battery went dead, the starter failed, the headlights needed and received replacement, the lighting system had a loose wire at the battery terminal of which I completely soldered together. I cured the radiator water flow which caused overheating of the engine and I completely repaired the braking system as was recommended by the new Chilton "Mechanics Manual" of which I purchased from an Auto Parts store. The Suburban brakes had been pulling to the left when traveling on wet pavement. The improved Suburban Brakes were excellent. The Trailer Brakes were excellent. It was the trailer control that malfunctioned.

Unknown to us; the "Trailer Brake Control" newly installed by Cornforth-Campbell was not used by most, if any RV installers; as Tacoma RV explained to us on the third trip we made to contact them after the accident; Stated that Tacoma RV had not installed that type in years. They then gave us a book on the different types that are available.

The book then explained that the type of control on our vehicle, could completely malfunction and fail under heavy application in an emergency situation and that the digital controls or even a partial digital control was essential on Recreational trailers.

Respectfully,

Clinton M. Tullis ProSe  
16300-18th ave. S.E.  
Renton, Wa. 98058-0903  
Phone and Fax (425) 226-7399  
Cellular (206) 713-950

*Clinton M. Tullis*  
For Lewis County Court  
On The Traffic Collision.  
Where Plaintiffs: (Then Defendants)  
Were Exonerated and dismissed.

EXHIBIT No. 7

On July 18, 2004

1 At about 12 Noon, We drove through Portland Oregons heavy traffic at "a Miles per hour" initiated by  
2 others ahead of us. Even though, there was constant vehicles coming onto the Main North-South freeway,  
3 and occasionally a vehicle leaving the North South freeway onto a Portland residential or commercial area;  
4 There was never a vehicle that attempted to recklessly enter the lane in which we were traveling; which mostly  
5 "always is the right lane.

6 Upon entering Washington, We stopped in North Vancouver, Washington and loaded our forty gallon tank  
7 with gasoline. We then entered back onto Interstate 5, and proceeded North towards our home and  
8 destination. All traffic was very courteous and well respected by all trafficers; including us.  
9 On the hill, going North from Kelso. There was a Truck and Trailer that was heavily loaded and was traveling  
10 up the grade at about 45 Miles per hour. We followed him until reaching the top of the hill and then elected  
11 to pass the Truck and then pull back into the right lane to proceed to our destination.

12 Many a vehicle passed us and then pulled into the right lane or proceeded North in the left lane, whichever  
13 supplied their need or desire. We continued in the right Lane at whatever speed the vehicles in front of us  
14 were running, keeping from one hundred to one hundred seventy five feet behind. All of a sudden, The faster  
15 vehicles from the left lane cut in front of us to take advantage of the free space between our vehicle and the  
16 vehicle we were following; To then speed ahead and then cut back into the left lane to continue their  
17 traveling. We would drop back to assure a safer distance and then move up when the vehicles turned back  
18 into the left lane.

19 In the meantime, there was a large rig that sped past us and turned into the right lane ahead of us.  
20 When the traffic allowed, I pulled into the left lane and passed the big rig (truck and trailer) and then after  
21 passing several vehicles, when clear, I pulled back into the right lane to continue, holding my distance  
22 behind the vehicles in front of me.

23 At the Chehalis "North bound" turn off; A speeding vehicle cut about  
24 (5) five feet in front of me from the left lane, at about a 45 degree angle and onto the Chehalis turn-off.  
25 Then as we arrived at the Chehalis "North bound" on ramp, (2) two vehicles (one behind the other, cut in  
just in front of me. The second vehicle did not clear me more than 3 to 5 feet and entered into the left lane,  
totally ignoring the dangerous maneuver.

26 Knowing that at Centraillia, We would be confronted by the same type of road access possibly under like  
27 conditions to and from I-5, I determined that it may be safer to travel in the left lane until we cleared the area.  
28 I reasoned that it was after one O'Clock and Travelers may be going to, or returning to the freeway from  
and for lunch. Residents from the area would more than likely avoid the dangerous maneuvers that we had  
been subjected to. We continued in the left lane, keeping a distance of 150 to 175 feet behind the vehicles in

29 Just outside of Centraillia, I seen a vehicle suddenly pull left at about a 45 degree angle towards the  
30 concrete barrier and immediately applied the brakes; gradual at first; then realizing the road WAS BLOCKED,  
31 I applied full force on the brakes. I and Margaret both felt very comfortable about the distance between us  
32 and the stopped vehicles, being ample to completely control the stopping of our vehicle.

33 At this point, to my surprise, the trailer brakes did not appear to assist at all. I reached down and slid the  
34 trailer control to the full braking position and the control did not respond. Regardless, It seemed that we were  
35 brakes not responding; overpowered us.

36 Unknown to us; We did not have enough weight for the Suburban to be able to completely, immediately  
37 stop; with only the Suburban Brakes. A Condition we could have easily remedied if we had known we had a  
38 trailer without brakes; by Loading three or four bags of sand; or we could have loaded all of our tools and  
39 equipment in the back of the Suburban instead of the convenience of the trailer compartments. Every day we  
40 towed the trailer, we would check the trailer brakes to make certain, the control was functioning.

*exhibit #9*

**cornworth-campbell**

400 Valley Avenue N.E.  
P.O. Box 537  
Puyallup, Wa. 98371

1-800-573-8881  
Fax 253-845-6084

April 03, 2003

1  
2 Mr. Rob Campbell,  
3 Sales Manager

4 Dear Sir,

5 In regard to your recent letter of inquiry:

6 No. 1. Mr. Ken Neilson was informed that the vehicle had all new brakes, of which was relayed  
7 to us to influence purchase.

8 This was not so and after many complaints as to problems with the braking being uneven  
9 (pulling to the left), and Service taking the attitude that I didn't know what I was talking about;  
10 *First trip to Illico, Second trip to Spokane, WA.* On the trip, I  
11 was forced to make a hard stop and the vehicle pulled so hard to the left that I had to make a  
12 quick release and reapply the brakes to keep the vehicle from jack-knifing, while really holding  
the steering to the right, to control.

13 This happened twice in heavy traffic.

14 I thought the trailer might be the problem, so when I got to where I could test the system, I  
15 disconnected the trailer system and then at 60 mph, I applied the brakes hard and the Suburban  
16 again pitched hard left. I had thought it might be the trailers fault; but now know; it was the  
17 improper balance of the Suburbans braking system. My son in law pulled our trailer three  
18 different years to the Southwest Oregon Coast FOR US, with his FORD PICKUP and never had  
any trouble handling it. THIS SUBURBAN IS PLENTY HEAVY AND HAS AMPLE POWER  
TO HANDLE THE TRAILER. The problem we had should be rectified by Cornforth-Campbell.

19 I had felt the suburbans slightly, braking to the left; and complained to your Service  
20 department. Each time the manager tried it out, he failed to find it was a problem. Three times, I  
complained about the left brake, and was denied three times.

21 The first time, I complained about the vehicle pulling strongly to the right; your service  
22 found that the front disk brakes were not GM factory built and the right brake was changed to  
compensate. The left brake remains lousy or maybe it is the rear brakes.

23 I inquired about this to your mechanic and your shop manager; and was informed that

24 P-1-06-5

25 **COMPLAINT**

Clinton M. and Margaret L Tullis ProSe  
16300-184<sup>th</sup> ave. S.E. Renton, Wa. 98058  
phone: 425-226-7399 or 206-713-4950

there remained about a quarter inch of lining on the rear brakes and it was a heck of a job to change the rear brakes, which should not be my problem when the vehicle was supposed to have new brakes, when we purchased it. I have also had to add brake fluid twice.

*I also found it was an easy matter to remove wheels and repair front & rear brakes.*

I had also complained about the headlights being too dim, The vehicle was supposed to be on warranty and all of the problems should have been resolved for safety's sake.

After denying the lights were not adequate and stating that some of the new vehicles were the same way; I went to a parts dealer in Edgewood and purchased two new light bulbs. This improved the lighting considerably. However, The right front lens distorts the beam and should be replaced. The light splits and throws off to the right. The vehicle was supposed to be like new. "God Forbid".

We also had a problem with the vehicle overheating on our first trip, which was to S.W. Idaho. This was answered twice, with a sales comment from your Service Department, that the vehicle was supposed to run hot. B.S.; I put in a new Thermostat and only had the vehicle heat exceed 180 degrees once and this was when arriving home from Oregon and backing the trailer into our yard 2 weeks ago. I now realize this was because of a defective Radiator Cap of which I will replace today.

Also, The fourth time I brought the vehicle to your shop, They noticed that the vehicle was idling rough. They supposedly tuned the vehicle up. It now kicks back with too fast a timing, and idles 300 RPM faster than it should and got about two less miles per gallon of gas than we got on our first trip, which was to Idaho.,

In the past, I worked as a mechanic on heavy equipment for a couple of years and worked as a line mechanic on trucks of all types, heavy and light, for five and a half years. I did considerable brake work on Air-Brakes and Hydraulic. I have had to add a full or partial spring leaf to balance front axels for steering and braking. I have done miles of trailer and truck wiring. I have had to diagnose weak lights and rectify the problem. One Quarter of an inch thick lining was not adequate on any of our pick-ups or light trucks.

I think we have "been had" and the engine on this vehicle is too much for me to cope with. I can't hang over them any more.

It looks like I do not have any choice and will have to pull the wheels and repair my own brakes. The tune up and right head lamp lens will have to be taken care of by someone I hope my grandson may know. They will certainly be bound with a contract before they touch this vehicle. If I pull the wheels, I will know the brake problem of which I now know is highly inadequate.

Cornforth-Campbell should rectify the problems which are not massive for knowledgeable people to cure.

Your service appears to make a good vehicle into a lemon at this time. I will not further argue with them and the fact is, that we only had a short warranty that should have been adequate if the vehicle was as it was purported to be.

Last but not least; My window washer has quit. It hasn't worked for three weeks.

*P-2-88-6*

This is the second time I have mailed you this letter. If no answer from you,

The next time, the letter will be sent to the ~~Attorney General's office~~ <sup>in waste of time</sup> to see if the lemon law may apply.

I may choose to have another Company do the updating and then apply to the Municipal Court to see whom pays the bill. I would have sent this follow up letter much sooner, but have had a lot of apartment management business and Real Estate business to attend to.

SINCERELY YOURS

Clinton . M. Tullis

16300-184th ave. S.E.  
Renton, Wa.98058  
Ph.&Fax (425)226-7399  
Cell:(206) 713-4950

P.S. We have really had good service recently, with Scarf Ford of Auburn and also in years past; with Good Chevrolet of Renton.

Below; I will copy a hand written letter given to your Service Department on about June 16, 2003; Just after the purchase:

To Cornforth Buick of Puyallup:

1. The engine in a 6 mile run from East of Kent to Maple Valley Heights (Pulling a 7,000 pound trailer); ran the temperature to 280 degrees.

2. I want the fan belt and the thermostat removed, then the water jacket reinstalled. Fill with water, run the motor against its brakes until hot and check for head or ? leak by seeing if the water bubbles in the radiater. If not:

*I know the thermostat only come in 180 & 190 degree, & wanted an answer*

3. Replace the thermostat with a 165 or 170 degree, not a 190 degree plus thermostat.

Getting an engine hot is not a problem; eeping it cool or at proper running temperaures is a problem; regardless of engineering reccomendations.

4. Then: I want the top and bottom of the radiater flow checked from pressure off the bottom of the radiater to the top. The radiater may be ~~plugged~~.

5. Replace the radiater cap with a new pressure release cap.

6. If this doesn't suffice; Replace the radiater with a new higher capacity radiater.

7. Make certain the air flow in the radiater is tops. This could also be a problem. The radiater may need a boil out, by an accredited radiater shop. or maybe in your hot-tank.

*p- 3 - of - 6*

8. We must have the vehicle by Thursday evening. If it blows up on us on pulling a 7000 plus pound trailor for which we purchased the vehicle; then we will be one hell of a problem to Cornforth-Campbell.

I certainly hope this does not ruin our short vacation plans to the Idaho Cascade Lakes.

We trusted you people or we wouldn't have purchased the vehicle at any price.

P.S. After we left your shop without getting any reprieve or consideration on the heating or on the brakes; The vehicle again heated on me and the lights were remaining very dim.

Consequently, First, I went to a parts dealer, purchasesd and installed new lights and then after the vehicle again heated on me, I determined the problem was most likely with a faulty thermostat that only worked part time and went to another parts store and purchased a new thermostat. This took care of the entire heating problem on the trip, but upon arriving home; the vehicle again heated to the boiling point upon backing the trailor into our yard. The next day, I again went to Schucks Auto Parts store, Where I purchased and installed a radiator cap.

(1). Since, We have spent two weeks running up and down the Oregon Coast. The temperature has not risen above 180 to 190 degrees in extemeely hot weather. No thanks to your Service

(2) Our lights are considerably brighter even though the battery does not seem to be in the best condition, except the right headlamp appears to be distorting the right beam.

(3) The engine: 1. Always kicks back when starting, showing that the timing is a little fast.  
2. Idles 300 RPM too fast.

(4) The Window Washer Does Not Work.

(5) The brakes are now adjusted fairly even and give me good braking on full pedal. (I have not tried them under a heavy trailer load). I also had to add quite a bit of hydraulic fluid after bleeding and adjusting the brakes. This is the fourth time I have had to add brake fluid.

I should not have to personally remedy any of the Nos (2), (3), (4), or (5) if the master cylinder, a wheel cylinder, or whatever is leaking the fluid.

This type of work is too much on me any more and I will have to hire it done if Cornforth-Campbell renigs on the service to which I feel they owe me.

Sincerely ours,

Clinton M. Tullis  
16300-184th ave, S.E.  
Renton, Wa. 98058-0903  
Phone and fax (425) 226-7399  
Cell (206) 713-4950

P-4 2" Calipers and pins were replaced on the front wheels, new brake pads were installed on all 4 wheels, the front REARS were balanced & cleaned.

P-4-OF-6

(3) The Battery was the fault and Plaintiff replaced battery. The lights were corrected upon purchase of trail head lamps

1 Plaintiff took a trip to Spokane for graduation of granddaughter in 2004. The vehicles brakes (Suburban 3dr) again pulled to hard left on application. Upon arriving home Plaintiff pulled off all wheels of the Suburban. The calipers were riding on bad pins and causing loss of brake fluid. 1 front REAR 3/3 2nd & thinner than right front wheel. All this a no no.

We trusted you people or we wouldn't have purchased the vehicle at any price.

P.S. After we left your shop without getting any reprieve or consideration on the heating or on the brakes; The vehicle again heated on me and the lights were remaining very dim.

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(3) The engine: 1. Always kicks back when starting, showing that the timing is a little fast.

2. Idles 300 RPM too fast.(I HAVE BEEN INFORMED THAT THE FACTORY RECOMMENDS 800 rpm). THIS DOESN'T CURE "THE KICK-BACK IN TIMING" THOUGH

(4) The Window Washer Does Not Work.

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This type of work is too much on me any more and I will have to hire it done if Cornforth-Campbell hangs on the service to which I feel they owe me.

Additionally, Yesterday; Wednesday, September 10th, 2003; I drove the vehicle about 60 miles in the rain. The left front wheel grabbed and chattered and did not brake good in the wet weather. It also skidded a little on the braking application; I BELIEVE IT IS NOT A NON-SKID (NON-LOCK) BRAKE ON THE LEFT FRONT OF THE VEHICLE, AS IT IS SUPPOSED TO WARRANT.

Sincerely Yours,

*Plaintiff  
performed  
the repair*

Clinton M. Tullis *Clinton M. Tullis*  
16300-184th ave, S.E.  
Renton, Wa. 98058-0903  
Phone and Fax : (425) 226-7399  
Cell (206) 713-4950

*your  
Plaintiffs*

*June 4 - 2003*

(We had purchased our GM Suburban in May of 2003 at Cornforth-Campbell Buick and GM in Puyallup, Wa. One of the conditions of Purchase was that the Suburban would be equipped to supply the towing and braking essential for a 30 foot Wilderness Trailer that weighed 7000 pounds before loading. WE WERE THEN PROMISED THAT CORNFORTH-CAMPBELL WOULD FURNISH US THE BOOK ON USE AND MAINTENANCE OF THE SUBURBAN AND ON THE EQUIPMENT ATTACHED.

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*more  
Plaintiffs*  
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Unknown to us; the "Trailer Brake Control" newly installed by Cornforth-Campbell was not used by most, if any RV installers; as Tacoma RV explained to us on the third trip we made to contact them after the accident; Stated that Tacoma RV had not installed that type in years. They then gave us a book on the different types that are available.

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Respectfully,

Clinton M. Tullis ProSe  
16300-18th ave. S.E.  
Renton, Wa. 98058-0903  
Phone and Fax (425) 226-7399  
Cellular (206) 713-950

*Clinton M. Tullis*

*This accounting was produced for the  
Castalia District Court where plaintiffs (the defendants)  
were exonerated from false accusations  
from unfounded accusations.*

*P. 6  
of 6*

*Exhibit (o-12)**Ervin V. Clegg*Schuck's Auto  
Supply

7-24/03

17789 SE 272nd Street  
Covington WA 98042 STORE#04349  
(253) 831-5645 07/22/03 5:23 PM  
REGISTER #2 5948 CASHIER# 032647-02

PA 6308043 WATER OUTLET GASKT 1.39

PA 6574529 WATER OUTLET GASKT 1.39

PA 6144612 SUPERSTAT 8.99

65848 plus tax 9.80

SUBTOTAL 11.77  
TAX 8.40% 0.99

TOTAL 12.76

\*\*DEBIT CARD SALE\*\* 12.76

CHANGE DUE 0.00

TRANSACTION #00345387

Refunds &amp; exchanges must be made within 60 days with original sales receipt.

THANK YOU!  
Visit Us On-Line At  
WWW.SCHUCKS.COM\*See warranty brochure for  
additional terms of warranty

PRIMARY

Card # 157259  
Card # XXXXXXXXX0258  
Approval: 002417

&lt;&lt;CUSTOMER COPY&gt;&gt;

for comfort  
also Purchased  
a 180° thermostatBIG WHEEL AUTO PARTS 606013  
25416 104TH SE  
KENT WA 98031  
253-859-4510

8-23/03

1 CASH CUSTOMER CW 11:49 08/23/03

*	99 GMC TRUCK C&K2500 SUBURBAN
V8-350 5.7L	5.43 with tax
1 STA 10231	4.99
RADTR CAP	4.99
1 FRA PHS	4.99
OIL FILTER	4.99
CHECK	10.86
DISPLAY # 5	9.98
Labor	Subtotal
Froht	Core
Disc	Tax
	Total

TENDER 10.86 CHANGE

A RESTOCKING FEE MAY BE  
ASSESSED ON NEW RETURNS*Radiator cap*

12176

## MOST COMPLETE AUTO PARTS STORES

B & B AUTO PARTS, INC.  
RAINIER AVE. NO.  
RENTON, WA 98055  
206-772-6380

B & B AUTO PARTS, INC.  
401 RAINIER AVE. NO.  
RENTON, WA 98055  
206-772-6380

581242  
4-3-04

6 CASH SALE. THAN ER 02:30 04/03/04

1 WIL W159C	3.99	3.99
BRAKE SPR		T
1 WIL W60622	4.99	4.99
BRK SPRG		T
1 WIL W1334	1.99	1.99
3/8 HEX BT		T
1 WIL W154	8.99	8.99
36MM AXLE		T
Cash	112.72	58.00
DISPLAY # 17		

112.72

Subtotal  
Core  
Tax  
Total

58.00 CHANGE  
28.28

4-3-04  
SHIP TO:  
SOLD FROM RENTON STORE

AUBURN  
2703 Auburn Way N.  
(253) 854-0484

KENMORE  
6340 N.E. Bothell Way  
(425) 488-2007

BELLEVUE  
10505 Main Street  
(425) 454-2495

REDMOND  
16115 Redmond Way  
(425) 885-4146

BURien  
14307 1st Ave. S.  
(206) 243-2444

RENTON  
401 Rainier Ave. N.  
(206) 772-6380

FEDERAL WAY  
1610 341st Pl., Ste. A  
(253) 561-7222

TACOMA  
215 S. 72nd Street  
(253) 475-9018

Suburban Brake repair  
1489539

PAGE 1

DESCRIPTION	WEIGHT	CORE	LIST	SELL	EXTENDED	T	D
1 WIL W159C	02:28 PM						
BRAKE SPR							
1 WIL W60622							
BRK SPRG							
1 WIL W1334							
3/8 HEX BT							
1 WIL W154							
36MM AXLE							
Cash							
DISPLAY # 17							

LINE #	- Special Order Returns are subject to a 20% restocking fee.	SUB-TOTAL	19.96
	- Freight Charges are non-refundable.	CORE	
		TAX	1.76
		LABOR	
		FREIGHT	
		TOTAL	21.72 PICK

TENDER

58.00 CHANGE  
28.28

on  
closed  
05/27/04

Schucks Auto Supply

17620 108th SE  
Renton, WA 98055 STORE#04329  
(425) 228-6226 05/27/04 4:46 PM  
REGISTER 04 2 3576 CASHIER 057394-03

PA 8322372 QUIET STOP PADS  
Brake pads 59.99

PGD370QS  
Ltd Lifetime Warranty Excludes Wear

PA 6089189 80/85W-90 GEAR OIL  
3.49

PA 6008205 831 SYNTHETIC GEAR OIL  
8.99

75W90  
SUBTOTAL

TAX 8.89% 6.38

TOTAL 78.85

\*\*DEBIT CARD SALE\*\* -78.85

CHANGE DUE 0.00

Items Sold : 3

TRANSACTION #00464380

Refunds & exchanges must be made within  
60 days with original sales receipt.

THANK YOU!!

More Green

1489539

1489539

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(?) exhibits 10-12  
3-81-04p

<b>Cedar Rapids Towing</b> 18015 S.E. Maple Valley Hwy. Renton, WA 98058 PHONE (425) 255-5295		<b>37334</b>					
24 hour							
Date	03 / 01 / 04	WDL #					
WO #		PO #					
Bill to:	Clipper Towing						
Address:	18301 - 18307						
City, State:	Renton, WA 98058 - 98053						
Owner:							
Address:							
YR	MAKE	MODEL	LIC #				
99	GM	Suburban	123 - REC				
VIN #			ODOMETER				
DRIVER	107	TRUCK	GLASS	WSP <input type="checkbox"/>	ACC <input type="checkbox"/>	IMP <input type="checkbox"/>	INS <input type="checkbox"/>
				PD <input type="checkbox"/>	PVT <input checked="" type="checkbox"/>	COM <input type="checkbox"/>	
Tow From	1801 - 8272						
Tow To							
Extra Services	Dolly	Wheel Lift	Chassis Removal	Carrier	Standby		
Winching							
2nd Tow			Driver	Truck	Class		
Storage	Days Outside		Per Day				
Mileage			Time				
Finish			Distance				
Mileage			Time				
Start			Start				
Total Miles	Per Mile		Per Day				
After Hours Release			Keys				
Comments			Advance Charges				
			Tolls Paid				
			Sub Total				
			Sales Tax				
Check No.	2022	Bank Card <input type="checkbox"/>	TOTAL		85.00		
Date Released		Cash <input type="checkbox"/>			6.16		
Released By		Chgs <input type="checkbox"/>			91.16		
AUTHORIZATION TO TOW VEHICLE							

electrical failed, couldn't start  
vehicle had to have it towed home so I could run tests, analyzed  
& repair

BED LINERS  
TRAILER HITCHES  
• • •  
623 MERIDIAN E.  
EDGEWOOD, WA 98371



EDGEWOOD  
NATIONAL INC.

4WD, TRUCK and RV PARTS and ACCESSORIES

Complete Truck & RV  
Installation Facility  
www.edgewoodnational.com

PHONE: (253) 927-3388

**DISCLAIMER OF WARRANTIES.** All warranties on the products sold hereby are those made by the manufacturer. The Seller, Edgewood National, Inc. hereby expressly disclaims all warranties either expressed or implied, including any implied warranty of merchantability or fitness for a particular purpose, and Edgewood National, Inc. neither assumes nor authorizes any other person to assume for it any liability in connection with this sale. CHECK ALL PARTS BEFORE INSTALLING. EDGEWOOD NATIONAL, INC. WILL NOT BE RESPONSIBLE FOR MISLABLED OR MISPACKED PARTS.

NO ELECTRICAL PARTS RETURNED • NO RETURNS AFTER 30 DAYS OF SALE

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CUSTOMER #

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CASH INVOICE # 78079-A

CODES: B I C O D

DATE: 07/02/03 03

10:00 AM PAGE: 1 A

QUANTITY	LINE	PART NUMBER	DESCRIPTION	CORE	LIST EA.	YOUR COST	EXTENSION	TAX
1	PHO H9006XPP2		BULB ST LEGAL  2 bulbs  1-Right Front 1-Left-Front			24.15	24.15	T.
					7/02/03			
CHECK			: \$ 26.30					
CHECK #			2591					
TOTAL UNITS				FREIGHT	LABOR	MISC.	CORE TOTAL	LIST TOTAL
NO REFUND WITHOUT THIS INVOICE • RETURNED MERCHANDISE IS SUBJECT TO 15% HANDLING CHARGE • NO MATERIAL ACCEPTED FOR CREDIT THAT HAS BEEN INSTALLED FOR TESTING.				RECEIVED BY: X			PAY THIS AMOUNT ►	26.30
								CUSTOMER

EDGEWOOD TRUCK TOYZ

• • •

623 MERIDIAN E.  
EDGEWOOD, WA 98371



Complete Truck & SUV  
Installation Facility

www.edgewoodtrucktoyz.com

PHONE: 253•927•3388  
FAX: 253•927•4519

12-26-03

NO ELECTRICAL PARTS RETURNED

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OPEN INVOICE # 53702-A  
CODES: B I  
PH #425 226-7799 DATE: 12/26/03 03  
PREF: W/G 226-7799

NO RETURNS AFTER 30 DAYS OF SALE

QUANTITY	LINE	PART NUMBER	DESCRIPTION	CORE	LIST EA.	YOUR COST	EXTENSION	TAX
1	HHA 24065		GM FULLSIZE PU			16.49	16.49	T.
1	PCH C2583A		RIGHT LIGHT ASSY			79.95	79.95	T X
1	C2582A		LEFT LIGHT ASSY			79.95	79.95	T X
1	999 LO-5		LABOR PER HOUR			60.00	60.00	T.
			Plaintiffs replaced entire head lamps					
			12-26-03					
TOTAL UNITS				FREIGHT	LABOR	MISC.	CORE TOTAL	LIST TOTAL
					60.00			
				RECEIVED BY:				
							257.20	
							PAY THIS AMOUNT ►	257.20
							***NON-FINAL***	ORIGINAL

NO REFUND WITHOUT THIS INVOICE • RETURNED MERCHANDISE IS SUBJECT TO 15% HANDLING CHARGE • NO MATERIAL ACCEPTED FOR

EDGEGOOD TRUCK TOYZ

623 MERIDIAN E.  
EDGEWOOD, WA 98371



**Complete Truck & SUV  
Installation Facility**

[www.edgewoodtrucktoyz.com](http://www.edgewoodtrucktoyz.com)

PHONE: 253•927•3388  
FAX: 253•927•4519

**NO ELECTRICAL PARTS RETURNED**

**NO RETURNS AFTER 30 DAYS OF SALE**

PART NUMBER		DESCRIPTION	CORE	LIST EA.	YOUR COST	EXTENSION	TAX
1	HHA-24065	GM FULLSIZE PU			16.49	16.49	T
1	PCH C2583A	RIGHT LIGHT ASSY			79.95	79.95	T X
1	C2582A	LEFT LIGHT ASSY			79.95	79.95	T X
1	999 L0-5	LABOR PER HOUR			60.00	60.00	T
CHECK	\$ 257.20					257.20	
CHECK # 1189							
AMOUNTS	FREIGHT	LABOR	MISC	CORE TOTAL	LIST TOTAL	NON TAXABLE	TOTAL TAX
NO REFUND WITHOUT THIS INVOICE • RETURNED MERCHANDISE IS				RECEIVED		PAY THIS	

NO REFUND WITHOUT THIS INVOICE • RETURNED MERCHANDISE IS SUBJECT TO 15% HANDLING CHARGE • NO MATERIAL ACCEPTED FOR CREDIT THAT HAS BEEN INSTALLED FOR TESTING.

RECEIVED  
BY: X

PAY THIS  
AMOUNT

257

**CUSTOMER**

### **Warranty Disclaimer**

ANY WARRANTIES ON THE PRODUCTS SOLD HEREBY ARE THOSE MADE BY THE MANUFACTURER, THE SELLER (EGEWOOJUN NATIONAL, INC.), HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF SAID PRODUCTS.

### Work Authorization

I HEREBY AUTHORIZE THE ABOVE WORK TO BE DONE ALONG WITH NECESSARY MATERIALS. YOU AND YOUR EMPLOYEES MAY OPERATE ABOVE VEHICLE FOR PURPOSES OF TESTING, INSPECTION OR DELIVERY AT MY RISK. AN EXPRESS MECHANIC'S LIEN IS ACKNOWLEDGED ON ABOVE VEHICLE TO SECURE THE AMOUNT OF REPAIRS THERETO. YOU WILL NOT BE HELD RESPONSIBLE FOR A LOSS OR DAMAGE TO VEHICLE OR ARTICLES LEFT IN VEHICLE IN CASE OF FIRE, THEFT, ACCIDENT OR ANY OTHER CAUSE BEYOND YOUR CONTROL.

**Work Authorized By**

John M. Fullis

EDGWOOD NATIONAL INC.  
623 MERIDIAN E

No. 21415

## MOST COMPLETE AUTO PARTS STORES

B & AUTO PARTS, INC.  
RAINIER AVE. NO.  
RENTON, WA 98055  
206-772-6380

B & AUTO PARTS, INC.  
401 RAINIER AVE. NO.  
RENTON, WA 98055  
206-772-6380

681242

4-3-04

AUBURN  
2703 Auburn Way N.  
(253) 854-0484

KENMORE  
6340 N.E. Bothell Way  
(425) 486-2007

BELLEVUE  
10505 Main Street  
(425) 454-2495

REDMOND  
16115 Redmond Way  
(425) 885-4146

BURien  
14307 1st Ave. S.  
(206) 243-2444

RENTON  
401 Rainier Ave. N.  
(206) 772-6380

FEDERAL WAY  
1610 341st Pl. Ste. A  
(253) 661-7222

TACOMA  
215 S. 72nd Street  
(253) 475-9018

SHIP TO:

SOLD FROM RENTON STORE

6 CASH SALE. THAN ER 02:30 04/03/04

1 WIL W159C	3.99	3.99
BRAKE SPR		
1 WIL W80622	4.99	4.99
BKR SPRG		
1 WIL W1334	1.99	1.99
3/8 HEX BI		
1 WIL W154	8.99	8.99
36MM AXLE		
Cash	21.72	50.00
DISPLAY # 17		

Labor	Subtotal	17.94
Right	Core	
Disc	Tax	1.76
	Total	21.72

TENDER	50.00	CHANGE	28.28
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THANK YOU

on  
order  
05/27/04

Schucks Auto Supply

17620 188th SE  
Renton, WA 98055 STORE#4329  
(425) 228-6226 05/27/04 4:46 PM  
REGISTER 04 2 3576 CASHIER 057394-03

PA 8322372 QUIET STOP PADS  
Brake pads 59.99

PGD37005  
Ltd Lifetime Warranty Excludes Wear  
PA 6089189 80/85W-50 GEAR OIL  
3.49

PA 6008205 831 SYNTHETIC GEAR OIL  
8.99  
75W90

SUBTOTAL 72.47  
TAX 8.88% 6.38  
TOTAL 78.85

\*\*DEBIT CARD SALE\*\* -78.85

CHANGE DUE 0.00

Items Sold : 3

TRANSACTION #80464300

Refunds & exchanges must be made within  
60 days with original sales receipt.

THANK YOU

More Green

13-3816

Refunds & exchanges must be made within  
60 days with original sales receipt.

WEIGHT	02:28 PM	ORDER DATE	INV. DATE	PAGE		
DESCRIPTION	CORE	LIST	SELL	EXTENDED	T	D
1 KE SPRING		5.48	3.99	3.99	T	
1 SPRG TOOL		8.98	4.99	4.99	T	
1 HEX BIT		1.99	1.99	1.99	T	
1 M AXLE SKT		22.00	8.99	8.99	T	

LINESS.	- Special Order Returns	SUB-TOTAL	19.96
	are subject to a 20%	CORE	
	restocking fee.	TAX	1.76
	- Freight Charges are	LABOR	
	non-refundable.	FREIGHT	
		TOTAL	21.72 PICK

DE PURCHASE GOODS  
AMOUNTS WILL BE

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on 05/27/04

B &amp; B AUTO PARTS INC

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on 05/27/04

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Best. Best. Best. Best. Best. Best. Best.

sub protection  
water

THANK YOU FOR SHOPPING AT  
Johnson's Home & Garden

(425) 432-3384

THANK YOU FOR SHOPPING AT  
JOHNSON'S HOME & GARDEN  
1/05/04 11:30 DERRE 564 SALE

571878	14	EA	.99 EA	13.86
064118	6	EA	.89 EA	5.34
064113	13IN			
7643%		1	EA	21.19 EA
TARP 16X20 BROWN				21.19

571878	14	EA	.99 EA	13.86
064118	6	EA	.89 EA	5.34
064113	13IN			
7643%		1	EA	21.19 EA
TARP 16X20 BROWN				21.19

====> JRN# 082490  
CST # 45

<====

50% off  
Car Wash  
or more

THANK YOU CLINTON M TULLIS  
FOR YOUR PATRONAGE

EMAIL: TH0518@MONTREEST.COM

71533  
B&B AUTO PARTS, INC.  
2160 AUBURN AVENUE  
AUBURN, WA 98001  
(253) 937-3700  
7 CASH SALE THANKS PC 03:48 06/09/04  
14 CASH SALE THANKS PC 03:48 06/09/04  
1 MED 637718  
NXT GEN MA  
1 MLL JONES  
DEE PLUB  
611 Debit  
DISPLAY # 17  
Subtotal  
Tax  
Total  
87.68  
87.68  
Labor  
Fright  
Disc  
TENDER  
87.68 CHANGE  
THANK YOU FOR SHOPPING AT  
WE REALLY VALUE YOUR BUSINESS.

618201  
B&B AUTO PARTS, INC.  
491 PENTIER AVE. NO.  
RENTON, WA 98055  
206 461-6386 6-23-04  
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NXT GEN MA  
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THANK YOU FOR SHOPPING AT  
WE REALLY VALUE YOUR BUSINESS.

exhibits 10-12



LES SCHWAB TIRE CENTER  
17235 SE 272nd Street  
Kent, WA 98042 4965  
253-638-0940

**The West's Largest Independent Tire Dealer**  
SOLD TO: CLINTON TULLIS

146200

~~no date on stub~~*on the Suburban*

ACCT 386 99998 INVOICE 279911

DATE 07-22-2003 TIME 6:03:57 PM

SOLD BY	TRANSACTION TYPE	WORK ORDER #	CUSTOMER PO #	LICENSE	MILEAGE	YEAR / MAKE / MODEL						
QTY.	PRODUCT CODE	PRODUCT DESCRIPTION				PRICE	FET	AMOUNT				
1	02117046	All Parts New Unless Specified										
1-	02117046	LT245/75R-16/10 TRAILCAT ALL SEASONS BLACKWALL				97.00		97.00				
		LT245/75R-16/10 TRAILCAT ALL SEASONS BLACKWALL				97.00		97.00-				
		Adjustment: D 100% Sidewall Separation										
<p><i>Plaintiff only use super tires</i></p> <p>Customer certifies there are no personal injury or other claims of any type whatsoever relating in any way to the above-described merchandise. Customer understands Les Schwab is relying on this certification to grant credit, or make a product adjustment and to dispose of the merchandise together with certain records, without further investigation. If any claims relating to the merchandise are made, customer releases, indemnifies and holds harmless Les Schwab therefrom.</p>												
<b>NOTICE: The following conditions apply to all sales except where Seller issues a written warranty.</b> SELLER ASSIGNS TO PURCHASER ALL RIGHTS AND REMEDIES UNDER MFRS. EXPRESS AND IMPLIED WARRANTIES, BUT OTHERWISE EXCLUDES ALL LIABILITY FOR WARRANTY DAMAGES, SPECIAL AND CONSEQUENTIAL DAMAGES FOR LES SCHWAB MFRD. PRODUCTS EXCLUDED TO EXTENT LAW ALLOWS. ALL CLAIMS AND RETURNED GOODS MUST BE ACCOMPANIED BY THIS INVOICE. Purchaser acknowledges having received the goods described above and having read and received a copy of the Security Agreement and Warning (when applicable) contained on the reverse side hereof.							SALES TAX	.00				
<b>PURCHASER X</b>							DISPOSAL TAX	.00				
<b>TOTAL</b>								.00				

CUSTOMER COPY

INVOICE

East Auto Parts1211 1st Street, Renton, Washington 98059  
228-6364

SALES DRAFT

HIGHLAND EAST AUTOPART  
4616 NE 4TH ST  
RENTON, WA 98059  
TERMINAL 530038984098242  
04/03/2004 15:43:00  
03 XXXXXXXXX0258  
INVOICE 5304070 DP2  
AUTH. CODE 631920

SALE TOTAL

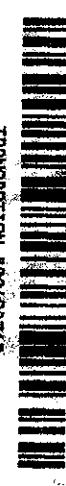
CUSTOMER COPY

\$32.64



DISCOVER

Schucks Auto Parts

Print # PRT002  
Term: CRT004  
User: afLoc: 1  
Page: 1  
PA 6180053 HAULINE 10W40  
6.00 12 6 1.69 10W40  
PA 6723399 HAULINE 10W30  
12 6 1.69 20.28  
Customer Satisfaction 6723399 12 6 -0.59  
Customer Satisfaction 6723399 12 6 -0.59TRANSACTION #0049873  
SUBTOTAL 28.56  
TAX 8.80% 2.51  
TOTAL 31.07  
-31.07  
0.00  
Items Sold = 24

TRANSACTION #0049873

Refunds & exchanges must be made within  
60 days with original sales receipt.Visit us on-line at  
WWW.SCHUCKS.COM

PRIMARY

Card # 061543  
Approval: 652248TURN ON ELECTRICAL PARTS  
TURN WITHOUT INVOICERECEIVED  
BY: XPAY THIS  
AMOUNT ► **32.64**

**Plaintiffs Mechanical Resume.**

1. Plaintiff: Clinton M. Tullis performed mechanical work from childhood; On farm equipment, tractors, family and friends automobiles; Activating stalled trucks and loaders in shipyards that had refused to function because of world war 2 shortage of parts; Then tuning military officers and cadre vehicles at the Camp Roberts, California Infantry Training Center where I took seventeen weeks rugged infantry training in 1945 in preparation for the invasion of Japan, thwarted by the atomic bomb,; Then on farm equipment until I was thirty two years of age.
2. This latter was performed during Plaintiffs marriage and commencement of our family; and after two seasons of heavy hail storms out of four, costing heavy losses of our row crops; We decided to move to Margarets home town of Seattle to allow our children to choose their own destiny.
3. Plaintiff Clinton then worked as a Line mechanic for a freight Company for several years where I performed dozens and dozens of brake repairs and sometimes total replacements on Air Brakes, and Hydraulic brake systems and of course engine, transmission and power train rebuilding and/or vehicle general tune-ups inclusive of steering assemblies and balancing steering actions on the vehicles.
4. This was just prior to entering the Real Estate Industry for which Plaintiff is remaining self employed since 1967.
5. For one year prior to working for a large freight Company; Plaintiff Clinton worked for Mack Truck until a Christmas Layoff for several mechanics to wait for spring business to pick up. During this employment, I stripped a couple Logging Trucks that had been badly damaged ; I stripped them to the rails and even removed the cross-members of the channel frames, Corrected the bends and dents and completely reconstructed the entire trucks inclusive of reusing all of the wiring, etc.
6. I refused to go back to Mack Truck as I could not afford to gamble on seasonal layoffs and didn't admonish having to work on several part time jobs including splitting days and weeks with other employees at Mack Truck in lieu of the winter lay-off to provide for my family. I didn't believe it was right for me to interfere with anothers seniority.  
I also met the same rehtoric at two different tractor company's including a Michigan Equipment Co. and decided to apply for a job at Coast Lee and Estes Freight company where I stayed for five years prior to joining a Washington Building Firm as a Sub-Contractor in remodeling houses and Commercial Structures.
7. All of above to explain that I soon understood Cornforth Campbell deceit and really didn't know how to overcome it as we had already purchased and paid for the 1999 GMC Suburban before discovering their Warranty's and intent of negating performance to their promises was all a myth applied to performance of sales.
8. I do know that perjury is a crime and that the statute of limitations does not apply to Crimes of which Cornforth Campbell and GMC Advertisements are deliberate blow-ups of deceit to cause potential purchasers to drop their guard applicable to Mr. Good-Wrench and the flyers induced with and on the vehicle. Acts of Hypocracy and extended criminology.
9. A recent acquired Washington State Commitment of Law states: There is no limitation on litigation awards to an injured party. General Motors and agency of Cornforth Campbell have over-cooked their Turkey.
10. This is qualified as to AID AND ABET: To actively, knowingly, or purposely facilitate or assist another individual in the attempted or attempted commission of a crime. Aiding and abetting is characterized by Affirmative Criminal Conduct and is not established as a result of omissions or negative acquisance. 24 A 2d 85, 87. Compare Accessory: One who Aids or contributes in a secondary way or assists in or contributes to crime as subordinate. See 216 So. 2d 829, 831. The failure to report the commission of a felony is sometimes itself a crime. An accessory does acts which facilitate others in commission or attempted commission of Crime or Avoiding Apprehension for Crime. (Apprehension: To seize, to arrest, to understand, to fear, filled with dread, suspicious). Complicity "mens rea" Accomplice; Liability is shared. Common "Mens rea": and Criminal Purpose is shared between Agent and Principal; See 233 P 2d 347.
11. All of above relating to Criminal Acts of Defendants was copied from Blacks Law Dictionary Eighth Edition by Garner and received from West Publishing Company.

EXHIBIT NO 5

12. Plus: Crimes Applied to Clinton And Margaret Tullis by Cornforth Campbell and added to, by General Motors Advertising as Mr. Good Wrench, falls under:

Chapter 9A RCW of Washington Criminal Code; Chapter 9A.04.110 which lists the many Crimes committed by the Agency of Cornforth Campbell as

(a) intent: A person acts with intent or intentionally when he acts with the objective or purpose to accomplish a result which constitutes a crime

(b) Knowledge: A person knows or acts knowingly or with knowledge when: (1) he is aware of a fact, facts, or circumstances or result described by a statute defining an offense; or (II) he has information which would lead a reasonable man in the same situation to believe that facts exist which facts are described by a statute defining an offense.

(c) Recklessness: A person is reckless or acts recklessly when he knows of or disregards a substantial risk that a wrongful act may occur and his disregard of such a substantial risk is a gross deviation from conduct that a reasonable man would exercise in the same situation.

(1) Criminal Negligence: A person is criminally negligent or acts with criminal negligence when he fails to be aware of a substantial risk that a wrongful act may occur and his failure to be aware of such substantial risk constitutes a gross deviation from the standard of care that a reasonable man would exercise in the same situation.

(2) Substitute for Criminal Negligence: Recklessness and Knowledge. When a statute provides that criminal negligence suffices to establish an element of an offense , such element also is established if a person acts intentionally, knowingly, or recklessly. When recklessness suffices to establish an element, such element also is established when a person acts intentionally or knowingly. When acting knowingly suffices to establish an element, such element also establishes if a person acts intentionally.

Chapter 9A.08.020; which advocates the Liability for Conduct of another: Complicity.

(1) A person is guilty of a Crime if it is committed by the conduct of another person for which he is legally accountable. This also applies to Agency and Corporations

P. 2 OF 2.

PLAINTIFFS RESUME  
AND COMPLAINT

*Clinton M. Tullis*

(17)

## 9-8 BRAKES

Plaintiffs had to apply #3 below  
on the left front Brake -  
See attached Billing.

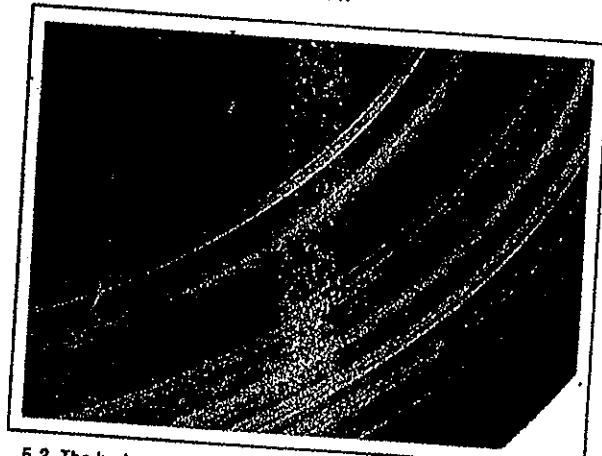
Exhibit #8

Page 4 of 4

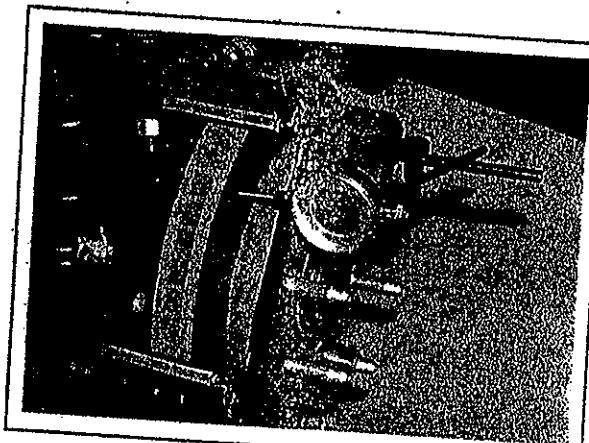
### 5 Brake disc - inspection, removal and installation



5.2 Hang the caliper out of the way with a piece of wire - don't let it hang by the brake hose!



5.3 The brake pads on this vehicle were obviously neglected, as they wore down completely and cut deep grooves into the disc - wear this severe means the disc must be replaced



5.4a To check disc runout, mount a dial indicator as shown and rotate the disc

This page is from the LeMans  
INSPECTION Repair manual.

#### Refer to illustrations 5.2, 5.3, 5.4a, 5.4b, 5.5a and 5.5b

1 Loosen the wheel lug nuts, raise the vehicle and support it securely on jackstands. Remove the wheel and install the lug nuts to hold the disc in place.

→ Note: If the lug nuts don't contact the disc when screwed on all the way, install washers under them.

2 Remove the brake caliper. It isn't necessary to disconnect the brake hose. After removing the caliper bolts, suspend the caliper out of the way with a piece of wire (see illustration).

3 Visually inspect the disc surface for score marks and other damage. Light scratches and shallow grooves are normal after use and may not always be detrimental to brake operation, but deep scoring requires disc removal and refinishing by an automotive machine shop. Be sure to check both sides of the disc (see illustration). If pulsating has been noticed during application of the brakes, suspect disc runout.

4 To check disc runout, place a dial indicator at a point about 1/2 inch from the outer edge of the disc (see illustration). Set the indicator to zero and turn the disc. The indicator reading should not exceed the specified allowable runout limit. If it does, the disc should be refinishing by an automotive machine shop.

→ Note: When replacing the brake pads, it's a good idea to resurface the discs regardless of the dial indicator reading, as this will impart a smooth finish and ensure a perfectly flat surface, eliminating any brake pedal pulsation or other undesirable symptoms related to questionable discs. At the very least, if you elect not to have the discs resurfaced, remove the glaze from the surface with emery cloth or sandpaper, using a swirling motion (see illustration).

5 It's absolutely critical that the disc not be machined to a thickness under the specified minimum thickness. The minimum wear (or discard) thickness is cast into the underside of front discs (see illustration) and on the outside of rear discs. The disc thickness can be checked with a micrometer (see illustration).



5.4b Using a swirling motion, remove the glaze from the disc with sandpaper or emery cloth

exhibits ft 11 = postcard

ft 12 = without iron

ft 13 = composition

ft 14 = portfolio

**port-folio** (pôrt-fô'liô) *n.* case for holding loose documents, drawings, etc.; office of a minister of state [L. *portare*, to carry; *folum*, a leaf].

**port-hole** (pôrt'-hôl) *n.* window in side of ship [L. *porta*, gate].

**portico** (pôr'ti-kô) *n.* (Archit.) a row of columns in front of the entrance to a building; a covered walk [L. *porticus*].

**portion** (pôr' shôñ) *n.* a piece; a part; a share; a helping of food; destiny; lot; a dowry; *v.t.* to divide into shares; to give a dowry to; *-less a.* [L. *portio*].

**portray** (pôr'-trâ) *v.t.* to represent by drawing, painting, acting, or imitating; to describe vividly in words. *-al n.* the act of portraying; the representation. *-er n.* **portrait** (pôr'-trât) *n.* picture of a person, esp. of the face; a graphic description of a person in words. **portraiture** *n.* the art of portrait painting [L. *protrahere*, to draw forth].

**Portuguese** (pôr'-cha. gêz') *a.* pert. to Portugal, its inhabitants, or language.

**pose** (pôz) *n.* attitude or posture of a person, natural or assumed; a mental attitude or affection; *v.t.* to place in a position for the sake of effect; to lay down or assert; *v.i.* to assume an attitude; to affect or pretend to be of a certain character [Fr. *poser*, to place].

**pose** (pôz) *v.t.* to puzzle; to embarrass by a difficult question. *-r n.* [short fr. *oppose*].

**pos-it** (pâz'. it) *v.t.* to place or set in position; to lay down as a fact or principle [L. *ponere*, *positum*, to place].

**posi-tion** (pâz'.i.shôñ) *n.* place; situation; the manner in which anything is arranged; posture; social rank or standing; employment [L. *ponere* *positum*, to place].

**posi-tive** (pâz'.a.tiv) *a.* formally laid down; clearly stated; absolute; dogmatic; of real value; confident; not negative; plus; (Math.) pert. to a quantity greater than zero; (Gram.) denoting the simplest value of an adjective or adverb; (Colloq.) utter; downright; *n.* the positive degree of an adjective or adverb, i.e. without comparison; in photography, a print in which the lights and shadows are not reversed (as in the negative). *-ly adv.* *-ness n.*

**positivism** *n.* the philosophical system which recognizes only matters of fact and experience. **positivist** *n.* a believer in this doctrine. *-pole*, of a magnet, the north-seeking-pole. *-sign*, the sign (+ read plus) of addition [L. *ponere*, *positum*, to place].

**positron** (pâz'.a.trân) *n.* particle differing from an electron in that it has positive electrical charge; a **positive electron**.

**posse** (pâz'.i.) *n.* a company or force, usually with legal authority; men under orders of the sheriff, maintaining law and order [L. *posse*, to be able].

**pos-sess** (pâz'.zes') *v.t.* to own or hold as property; to have as an attribute; to enter into and influence, as an evil spirit or passions. *-ed a.* influenced, as by an evil spirit; demented. *-ion n.* the act of possessing; ownership; actual occupancy; the state of being possessed; the thing possessed. *-ive a.* denoting possession; *n.* (Gram.) the possessive case or pronoun. *-ively adv.* *-or n.* [L. *possidere*, *possessum*, to possess].

**pos-si-ble** (pâz'.i.bil) *a.* capable of being or of coming into, being; feasible. **possibly adv.** **possibility** *n.* [L. *possibilis*].

**possum** (pâz'.sam) *n.* (Colloq.) an opossum. *to play possum*, to feign; to pretend; to deceive [fr. *opossum*].

**post** (pôst) *n.* a piece of timber or metal, set upright as a support; a prop or pillar; *v.t.* to attach to a post or wall, as a notice or advertisement. *-er n.* one who posts bills; a large

placard for posting [L. *postis*].

**post** (pôst) *n.* a fixed place; a military station or the soldiers occupying it; an office or position of trust, service, or emolument; a trading settlement; formerly, a stage on the road for riders carrying mail; *v.t.* to station or place; *v.i.* to inform; to travel with speed. **-age n.** the cost of conveyance by mail. *-al a.* pert. to the post office or mail service. *-man n.* one who delivers mail. *-mark n.* a post office mark which cancels the postage stamp and gives place and time of mailing. *-master n.* the manager of a post office. *-master general n.* the chief of the post office department of a government. *-card n.* a stamped card on which a message may be sent through the mail. *-haste adv.* with great speed. *-office n.* an office where letters and parcels are received for distribution; the government postal department. *-age stamp n.* an adhesive stamp, affixed to mail to indicate payment [L. *ponere*, to place].

**post** (pôst) *adv.* and *prefix* fr. L. *post*, after, behind, used in many compound words. *-date* *v.t.* to put on a document, letter, etc., a date later than the actual one. *-diluvian a.* living or happening after the Flood. *-graduate a.* of academic study, research, etc., undertaken after taking a university degree. *-impressionism n.* a movement in painting, sculpture, etc. which aims at artistic self-expression, or subjective as opposed to objective representation of things. *-mortem a.* after death; *n.* the dissection of a body after death; an autopsy. *-natal a.* after birth. *-primary a.* of education, beyond the elementary school. **pos-te-ri-or** (pâs.ti'.ri.er) *a.* coming after; situated behind; later; hinder; *n.* the rump. *-ly adv.* *-ity n.* the state of being later or subsequent. **posteriority** (pâs.ter'.at.i.) *n.* future generations [L. *posterus*, behind].

**post-ter-n** (pôs'.tern) *n.* a back door or gate; a rear; private [L. *posterus*, behind].

**post-hu-mous** (pâs'.châ.mas) *a.* born after the death of the father; published after the death of the author; occurring after death. *-ly adv.* [L. *postumus*, last, but confused with L. *humus*, the ground].

**post-tion**, **postillion** (pôs.til'.yan) *n.* the rider mounted on the near horse of a team drawing a carriage [Fr. *postillon*].

**post-pone** (pôst.pôn') *v.t.* to put off till a future time; to defer; to delay. *-ment n.* *-r n.* [L. *post*, after; *ponere*, to place].

**post-pran-di-al** (pôst.pran'.di.al) *a.* after-dinner (L. *post*, after; *prandium*, repast).

**post-script** (pôst'.skript) *n.* something added to a letter after the signature; *abbrev.* **P.S.** [L. *post*, after; *scribere*, *scriptum*, to write].

**post-tu-late** (pâs'.cha.lât) *v.t.* to assume without proof; to lay down as self-evident; to stipulate; *n.* a prerequisite; a proposition assumed without proof. **postulant** *n.* one who makes a request or petition; a candidate, esp. for admission to a religious order. **postula-tion** *n.* [L. *postulare*, to demand].

**posture** (pâs'.cher) *n.* the position of a body, figure, etc. or of its several members; attitude; *v.i.* to assume an artificial or affected attitude.

**postural** *a.* [L. *ponere*, *positum*, to place].

**posy** (pôs'.zi.) *n.* a bouquet; a flower [poesy].

**pot** (pât) *n.* a rounded vessel of metal, earthenware, etc., used for cooking, holding fluids, plants, etc.; the contents of a pot; (Slang) a large sum of money; *v.t.* to plant in pots; to preserve (as jam, chutney, etc.). *pr.p.*

*-ting. pât. and pât. -ted. -bellied a.* corpulent. **-hole n.** cavity formed in rock by action of stones in the eddy of a stream; a hole in the roadway. **-luck n.** whatever may happen to have been provided for a meal.

**-shot n.** a shot at random [O.E. *pott*].

**po-ta-ble** (pô'.tâ.bil) *a.* drinkable. **potation**

P.F. 1-B

## INGRESS

232

WEST/*flag*™

## INJUNCTION

utes does not mean they are identical. Thus, laws in one area, though broadly designed to regulate one general field may be aimed at different portions of that field, and still be in genere. The term imports singleness in general purpose but permits diversity of individual purposes.

**INGRESS AND EGRESS** the entering upon and departure from the lands in question, and the means of entering and leaving; the right of lessee to enter and leave leasehold. See *easement*.

**IN GROSS** at large. See *easement* (*EASEMENT IN GROSS*).

**IN HAEC VERBA** (*in hēc ver'ba*)—Lat: in these words.

*4 MC*  
*manufacturer*  
*2-08-09*

**INHERENT DEFECT** a defect that exists in an item regardless of the use made of that item. Although an inherent defect may not be readily detectable, a manufacturer is nonetheless strictly liable for any injury caused by it. *Prosser, Law of Torts* 656, 657. (4th ed. 1971). Synonymous with *latent defect*.

**INHERENT POWERS** those powers an authority such as a court or a government must have in order to achieve the purposes for which it was created. See 437 N.E. 2d 164, 168.

**INHERENT CONSTITUTIONAL POWERS** the federal government possesses "all those inherent and implied powers which, at the time of adopting the Constitution, were generally considered to belong to every government as such, and as being essential to the exercise of its functions." 12 *Wall.* 457, 556. These powers include the ability to conduct foreign affairs, 299 U.S. 304, 315-16; to exclude and deport aliens, 142 U.S. 651, 659; to protect persons in federal custody or employment, 135 U.S. 1; to protect federal elections, 110 U.S. 651; to protect federally created or fed-

erally guaranteed rights, 112 U.S. 76. *Antieau, Modern Constitutional Law* §§11:5 to 11:12 (1969).

**INHERENT RIGHT** a right that exists by reason of an individual's status as an individual and is not derived from any other source.

**INHERIT** technically, to take as an *heir at law* solely by descent, rather than by *devise*. More commonly used to signify taking either by *devise*, i.e., by *will*, or by descent, i.e., from one's ancestor as a matter of law. See 113 U.S. 340.

**INHERITANCE** real or personal property which is inherited by heirs according to the laws of descent and distribution. 216 P. 446, 449. 154 S.E. 2d 37, 39. Real property vests in the inheritor immediately on the death of the ancestor, subject to the rights of creditors. 70 P. 2d 1059, 1060. A nontechnical meaning of "inheritance" refers to the estate passed by will. 277 S.W. 197, 198.

**IN HOC** (*in hōk*)—Lat: in this; respecting this.

**IN INVITUM** (*in in-vē'-tūm*)—Lat: against the will of the other party.

**INJUNCTION** a judicial remedy awarded for the purpose of requiring a party to refrain from doing or continuing to do a particular act or activity. 104 A. 2d 884. Injunctions were first used by the courts of equity to restrain parties from conduct contrary to *equity* and good conscience. 344 S.W. 2d 257. Today, with the widespread merger of law and equity, injunctions are used as well in general courts of law whereas law courts were formerly constrained to use the writ of *mandamus*.

The injunction is a preventative measure which guards against future injuries rather than affording a remedy for past injuries.

Types of injunctions include:

As our left front wheel slowly climbed upon the center of the vehicle in front of us I quickly released the brake pedal to allow the front wheel to rotate & climb instead of impacting. I then forced the steering to the full right turn & jammed the brake pedal down hard & the right wheel grabbed into the pavement & threw us off the vehicle in front & we slowly crept around & along side of the vehicle in our immediate front. Margaret's head was against the right door window glass & I reached over & pulled her head back for the protection from the vehicle frame work between the two right side doors. I thought we may go down on our right side, half way over a roll. This holding the steering hard right with only my left hand which (strained) my left hand & wrist & also injured & pressed from the response of an air-bag explosion.

I was really in fear of Margaret getting her head impacted & possibly through the glass. Luckily, our vain attempt at stopping the forward motion of our vehicle & trailer gave the car in the right lane enough time to pull out of the way to make room for us to pass the vehicles on the left lane whom were sitting still as they had already impacted. We both thought we were on fire and I was afraid of an explosion from a full 40 gallon tank of gas procured about 4 hours earlier.

Clinton M. Tullis

ENDANGERMENT TO THE ENTIRE PUBLIC

(1). Neglect of GMC Leadership and many other Manufacturers of vehicles "World Wide" should have responsibility adhered to in the extreme for dollars gained by Agencies through False Advertising and Crucial Neglect of keeping Vehicles safe for use on State, County and City Roadways, Disregarding the threats to the Publics safety and Lives towards sudden Death or horrendous Injury's prevailing through their incompetant, negative actions and considerations.

(2). They should not only be held monetarily accountable, but should also serve time in jail to accommodate their unnecessary criminal acts by negating proper production.

(3). All vehicles, whether new or used, must be examined thoroughly and brought up to safety standards before turning loose on our roads.

(4). Our judges and Politicians, whether heads of Policing Agencies that deny or avoid the matters or similar matters should be positively instantly removed and denied their retirement funds. Penalty's analagious to Judges and Politicians causng or bypassing causes of injury's and injuring citizens mentally or physically should not be tolerated at all, under any conditions.

(5). Advertisements by Automobile manufacturers and their Agency's World Wide,should be based on Truths; Not just on Public Trusts.

(6). They should be denied their product sales in any city, county, or state for at least One-Year, on each and every discovery of improper assembly or repairs.

(7). I personally called (after much trouble in locating), a sales manager for Toyota and told him "My Suv" was assured of doing 16 Miles per Gallon of gasoline and I was only getting ten Miles Per Gallon.

(8). I told him, I wanted a phone number or address of an official at the United States Plant to make a personal appointment for driving my Suv to his Factory and have the engine tuned to deliver my travels increased, to sixteen Miles Per Gallon.

(9). He laughed and told me that they could not or would not accommodate me; as the Miles per gallon was only a part of legal sales pitches to sell vehicles of which there is no violations of law. *He evidently has not heard of perfidy - Fraud.*

(9a). In other words, don't believe what you hear; It is only to over-whelm other agency's and increase purchases to the ignorant Public.

(10). This has got to stop. Both new and used vehicles to be sold; Do increase and enhance the highways and road deaths.

(11). An assist to control the population count. WE WANT THE ENTIRE GOVERNMENTS Procedures, TO RETURN OUR NATION TO ITS FOUNDATION, and of which it will influence the major portion of other nations to follow suit; with demanded honesty and complete expected proper assembly of vehicles to comply with honest advertisements.

(12). REMEMBER: Our Nation: A Republic for which it stands: One Nation Indivisible, with Liberty and Justice for All. (12a). Lets take it back to the people and the Pride of the World.

(13). Lets enforce our Attorneys and Judges with belief in proper principals (Honesty);

(13a). Lets hit our teaching of Lawyers and Judges to conform with honesty; Not overwhelming by Power and Seduction of our innocent..

(13b). Fire the Crumbs including canceling our Tax Money to the Colleges, etc. that preach to Do whatever is necessary to win. The stupid Judges love a good show and should be home looking at TV programs, while the judges neighbors are running over their Kids with vehicles that should not have been on the road because of inappropriate control being hidden by the winner. in sales.

(14). In our World today; We are overloaded with Politicians, and Political Proponents and Advisors that may not even know or realize that they are also amoungst the endangered Public that fall victim to the errors and known discrepancies, that Auto Dealerships, Agency's and Manufacturers can bypass by, paying for individual Political Status votes and filling each others wallets.

(14a). They should look at every one they meet, travel alongside of, or pass; may at any moment blow a tire, lose their steering control, find their brakes insufficient, their lights to go out, anything to thwart their arriving at their previous planned destination and all too often to arrive at their unplanned journey to a hospital or final stop at a morgue.

(15). Injurys or Deaths caused by automobiles are on TV stations and in news papers daily. Most of this is because of vehicle problems ignored by Dealers, and not completed at or by Agency's because of moving through the assembly llines so fast, with out proper supervision or enough mechanics to properly complete the assembly's and are sent to the trust of unknowledgeable purchaseres.

(16). Please don't take this in as ignorance. I was a darned good mechanic earlier in life and realize when something is neglected of which very few on the roads know until it is too late.

(17). TO BEGIN WITH,: REMOVE THE CRUISE CONTROLS.

(17a). They are a big cause of roads and residential areas deadly accidents.

(17b). You cant turn them off when fighting airbags.

(17c). You cant turn them off when someone else is forcing you sideways of which you cant always get to the brakes that may also not be in proper condition for sudden control.

(17d). If you are too tired to operate the throttle with your foot, you are too tired to travel and this will help shorten your life span no matter what you try.

(18). Before you buy; Take your exciting vehicle to a mechanic to check out underneath for the steering, tires and wheels and the engine etc. under the hood after which; have him take you for a few miles run on the freeway for his final test. If the dealer will not allow this; You have already won a good cause and better go to another dealer.

19. This information is meant for everyone driving a vehicle to consider; No matter how old or how new, ignoring the truth, subjects the drivers and anyone they meet or pass is in danger of serious injury's or sudden death, for abuse or use as expressed above.
20. The Politicians have established, vehicle "Emision Control Inspections" of vehicles; and are provided with equipment and personell to determine the condition of whether the vehicles need nurtured to supposedly save the climate.
21. They should develop or appoint shops for thorough examinations on each vehicle sold whether new or used, before allowing any of them to be used on the roads or to place any party, lot, or agency in a heavy monetary punishment penalty if they sell a vehicle that should not be on the roads and highways.
22. I am planning on bringing the above to Washington State Legislature for hopfully igniting new laws and restrictions of new and used vehicle dealerships or individuals methods of sales of a vehicle not in condition to be used on the roads and highways of the State.
23. This is not a game to be playing. An automobile Insurance policy cannot bring those killed or injured, back to their former plane of survival.

THE ABOVE HAS ALL TOO OFTEN HAD PORTIONS TO BE OVERLOOKED AND /OR BYPASSED BY POLITICIANS, WHOM WERE FINANCIALLY SUBSIDIZED BY THE AUTOMOBILE DEALERSHIPS, CRIMES OF UNNECESSARY ENDANGERMENT TO THE PUBLIC.

Clinton M. Tullis  
16300-184th ave. S.E.  
Renton, Wa. 98058-0903  
425-226-7399 or 206-713-4950  
ccmtullis@juno.com

Plaintiffs would be delighted if the Court and the Jurors would all sign their names, addresses and phone numbers on the back of PLAINTIFFS COPIES FOR TRANSITION TO Olympis.

This would not be the first time I have asked for help from citizens and received an absolute response from a Governmental Agency to change their Policies.

Maybe, One of you would be glad to be the courier of this list and I will be glad to assistif you desire.

So that you can diagnose what my assist would perform; I am the party that pulled the Seattle Parks Supervisor and the Maintenance Leaders to the Delridge Way Parks Building for a three hours of details on thwe inadequacy of the functioning of Lighting the Parks and of constructing proper timing of Ball Players, etc. so the fields were ready for intended use and facilities for public use were open and strong enough for clean-ness, etc. Recreation Departments since have given the maintenance the use rosters and every thing has been on time and in top condition ever since.

Another time, I came into ~~the~~ West Seattle Boat Ramp in the P. 3 of 3. dark and found an angry crowd with their vehicles all tagged with a big bill from Diamond Parking. Within two Weeks, The Seattle Parks agreed to clean up all Parking and Boating needs and establish a reasonable use fee for new manicured boat ramps and Boat Locks, Library and other facilities ~~the~~

exhibit

#13-A

Dear Clinton,

We are proud to announce we have repaid our government loan – in full, with interest, five years ahead of the original schedule. We realize we still have more to do. Our goal is to exceed every expectation you've set for us. We're designing, building and selling the best cars and trucks in the world. Like the award-winning Chevy Malibu, the all-new Buick LaCrosse, the versatile Cadillac CTS Sport Wagon and the innovative GMC Terrain, just to name a few. We invite you to learn more about the new GM and join our community, by visiting [gm.com](http://gm.com).

Susan E. Docherty  
Vice President, U.S. Marketing

General Motors Company

This is an e-mail advertisement.

If you prefer not to receive any unsolicited marketing e-mails regarding GM products and services, please [click here](#).  
To view our privacy statement, [click here](#). We cannot reply to all responses to this e-mail.

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2010 General Motors  
(100 Renaissance Center) 482 A00 MAR (Detroit MI  
48265)

#13-A

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Susan E. Docherty  
Vice President, U.S. Marketing

General Motors Company

This is an e-mail advertisement.

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EXHIBIT # 118

~~# 13 & #16~~

I was sitting on the passenger side of the front seat. I thought we were stopping and then suddenly it felt like we were floating down the road. Then we were climbing over the back right end of the vehicle in front of us. Then our vehicle dropped down. That's when the air bag hit my chest. It was very painful. There was a lot of smoke I thought our suburban was on fire; but it was from the air bag. I believe the seat belt grabbed me across my left breast and under my left arm, because it was very sore and tender for a long time. I was not able to lay on my left side. I had bruises on the front of my breast and another bruise underneath of my left breast. It was about two months before I was able to sleep comfortable again.

Margaret L. Tullis

P. # ~~2 of 3~~

118 #13 & #16

Exhibit 10-12


  
**Holiday Inn  
EXPRESS**
**OF CENTRALIA**  
 1233 Alder Street  
 Centralia, WA 98531  
 360/330-9441

Name &amp; Address

 MARGARET TULLIS  
 16300 184TH AVE SE

RENTON

WA 980580903

Room	116-11
Arrive Date	07/18/04
Dept. Date	07/19/04
Folio #	0
Room Rate	89.95
Account	2-CVISA
Mkt/Seg	0-TRAN

Page 1

Independently owned and operated by Akita, Inc.

I authorize you to bill the full balance of my account to my credit card which was presented upon registration.

Rapid Check-Out

SIGNATURE

The management is not responsible for any valuables not secured in safety deposit boxes provided at the front office. I agree that my liability for the charges is not waived and agree to be held personally liable in the event that the indicated person, company or association fails to pay for any part or the full amount of such charges.

X  
SIGNATURE

DATE	CODE	REFERENCE	ID	DESCRIPTION	CHARGE	PAYMENT	BALANCE
0718	111	0718000	DKT	GUEST ROOM	89.95\$	.00\$	89.95\$
0718	811	0718001	DKT	SALES TAX	7.02\$	.00\$	96.97\$
0718	812	0718002	DKT	OCCUPANCY TAX	1.80\$	.00\$	98.77\$
0719	918	0719000	DKT	VISA	.00\$	-98.77\$	.00\$
***TOTAL***							,00\$

 Filed  
 w/ ledger  
 2-25-09


  
**Holiday Inn  
EXPRESS**

 margaret night  
 at Hospital  
 after collision

ACCT. NO. VS *****9983 0705	DATE OF CHARGE 07/19/04	FOLIO NO./CHECK NO. HI- 51872-0/
CARD MEMBER NAME TULLIS/MARGARET L	AUTHORIZATION 025259	I.D. DKT
ESTABLISHMENT NO. & LOCATION H.I. Express - Centralia 1233 Alder Street Centralia, WA 98531	EXTRA CHARGE AGREED TO TRANSFER TO CARD HOLDER FOR PAYMENT	
PURCHASES & SERVICES 98.77\$		
TOTAL AMOUNT 98.77\$		

*Margaret J. Tullis*

NO PURCHASES OR SERVICES PURCHASED ON THIS CARD SHALL NOT BE RESOLD OR RETURNED FOR A CASH REFUND

exhibit 10-12

CUSTOMER'S ORDER NO.		DEPARTMENT		DATE	
NAME		<i>Tracker to haul our gear from wrecks.</i>			
ADDRESS					
CITY, STATE, ZIP					
SOLD BY		CASH	C.O.D.	CHARGE	ON ACCT.
QUANTITY	DESCRIPTION	PRICE	AMOUNT		
1	1 Light Adaptor		5 95		
2					
3	1 Hitch & Ball user		20 -		
4					
5	1 Pin		3 95		
6					
7	DATE 267747442892	TIME			
8	07/18/2004 OLEB	18:17:46			
9	RENTALS ETC, INC.		7 95		
10	700 SOUTH TOWER				
11	CENTRALIA WA 98531				
	(360) 736-8257				
	THANK YOU				
12					
13	CREDIT SALE		3 11		
14	TRANS # 001				
15	AUTH # 020249		42 96		
16	VISA ACCOUNT # 4428680001639983	EXP DATE 0507			
17					
18	SALE AMOUNT \$42.96				
19	I AGREE TO PAY ABOVE TOTAL AMOUNT				
20	ACCORDING TO CARD ISSUER AGREEMENT				
	MERCHANT AGREEMENT IF CREDIT VOUCHER				
RECEIVED BY		<i>Clinton M. Miller</i>			

adams  
5805

procedure following surgical diagnosing stability of Plaintiff's Heart for surgery (if possible) and of which surgery diagnosis and performance was applied.

Printed On Dec 22, 2008

# Consult Request

APPOINTMENT.

Diagnosis: bilateral inguinal hernias

Planned Procedure: laparaoscopic bilateral inguinal hernia repair

Requesting Provider: Hammill

Requested Appointment Date: Apr 21, 2005

Requested OEC Appointment Date: Apr 21, 2005

Planned Surgery Date: Apr 25, 2005

Was the History and Physical Completed in Clinic? No

*date of surgery  
released from hospital  
on 4/28/05*

Was Informed Consent Completed in Clinic? No

Known Consult Needs (complete electronic consult scheduling will be done with OEC): Medicine Consult

ASA Status: II Mild Systemic Disease, no functional limitations

Additional Instructions: please make oec medicine and oec for April 21

Weight: 223.2 lb [101.5 kg] (12/02/2004 14:26)  
Height: 74.5 in [189.2 cm] (08/05/2004 15:15)

Patient Allergies: Patient has answered NKA and followed April 30, 09 with

Any new allergies: None a pace maker installation. This resulted

ORDERS: sedatives in the hospital taking sedatives to remove

1. Medications:

Drug:Dose:

Route:

Schedule:

Additional Comments:

Drug:Dose:

Route:

Schedule:

Additional Comments:

ACTIVATOR, ~~the car~~

PATIENT NAME AND ADDRESS (Mechanical imprinting, if available)

TULLIS, CLINTON  
16300 184TH AVE SE  
RENTON, WASHINGTON 98058-0903  
519224876

VISTA Electronic Medical Documentation

as a result Plaintiff's discovered the Suburban frame channel was too Printed at Seattle Ford and the steering

assembly was both inclusive of too weak of structure causing Plaintiff's both to tape a bearing when the front end collapsed.

Page 20

P. 1 of 8

# Consult Request

exhibit  
ff 8

Printed On Dec 22, 2008

Note# 9316146

Note: TIME ZONE is local if not indicated

LOCAL TITLE: PRE-OP MEDICINE CONSULT REPORT TEMPLATE  
STANDARD TITLE: INTERNAL MEDICINE CONSULT

DATE OF NOTE: APR 21, 2005@16:56

AUTHOR: CORNIA, PAUL B

URGENCY:

ENTRY DATE: APR 21, 2005@16:56:55  
EXP COSIGNER:

STATUS: COMPLETED

PATIENT AGE: 80 GENDER: MALE

PLANNED PROCEDURE (& SIDE): laparoscopic BIH repair

PLANNED PROCEDURE DATE: 4/25/05

~~actual~~: 4/28/05

date released from

hospital

April 25 - 05 - Surgery

## HISTORY

- 1) Cardiac risk factors: age
- 2) Cardiac studies: none

3) Functional status: no prior cardiac history. he reports that he is quite physically active in his daily life - gardens, mows the lawn, repairs cars, manages an apt complex, etc. he has mild, stable dyspnea on exertion and denies chest pain, as well as orthopnea, pnd and leg swelling.

Problem list: (per dr bryson)

- 1) Fiberglass exposure, dyspnea on exertion, no current pulmonary disease.  
11/04 pfts: mild airflow obstruction, fev1 2.9L
- 2) Benign prostatic hypertrophy, elevated PSA, biopsy negative 1997.
- 3) First degree AV block.
- 4) Ascending aortic aneurysm, 5.3 cm, stable.
- 5) Degenerative joint disease hips, right greater than left.
- 6) s/p R hip replacement
- 7) L hand injury from MVA - triquetral fx of uncertain age (8/3/04)

## Current Medications:

- 1) Ibuprofen 400mg i po TID prn

## PHYSICAL EXAMINATION

HEIGHT: 74 in [188.0 cm] (04/21/2005 13:46)  
(104.1 kg) (04/21/2005 13:46)

WEIGHT: 229 lb

TEMPERATURE: 97.6 F [36.4 C] (04/21/2005 13:46)

PULSE: 70

(04/21/2005 13:46)

BP: 141/57 (04/21/2005 13:46)

PATIENT NAME AND ADDRESS (Mechanical Imprinting, if available)  
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Page 2 of 8

*all from fall 104  
collision  
all because of  
trailer accelerator failure*

*p. not to a lower inguinal  
4/25/05 — Surgery*

Printed On Dec 22, 2008

# Consult Request

Significant Findings: Unknown

Facility Activity	Date/Time/Zone	Responsible Person	Entered By
CPRS RELEASED ORDER	03/29/05 07:11	HAMMILL, FRED	WILBER, EILEEN M
PRINTED TO ORDERS 2E	03/29/05 07:11		
COMPLETE/UPDATE	03/16/08 17:46	TANG, CAITLYN N	TANG, CAITLYN N
Consult completed as requested by service.			

Note: TIME ZONE is local if not indicated

Significant Findings: Unknown

No local TIU results or Medicine results available for this consult

===== END =====

Current Pat. Status: Outpatient  
Primary Eligibility: NSC

## Order Information

To Service: OEC MEDICAL CLEARANCE  
From Service: SPC GEN SURG (50100)  
Requesting Provider: HAMMILL, FRED  
Service is to be rendered on an OUTPATIENT basis  
Place: Consultant's choice  
Urgency: Routine  
Orderable Item: OEC MEDICAL CLEARANCE  
Consult: Consult Request

## Reason For Request:

Patient with 1st degree AV block needs pre-op medical eval prior to laparoscopic BIH repair

## Inter-facility Information

This is not an inter-facility consult request.

Status: COMPLETE  
Last Action: COMPLETE/UPDATE

Facility Activity	Date/Time/Zone	Responsible Person	Entered By
CPRS RELEASED ORDER	03/29/05 07:11	HAMMILL, FRED	WILBER, EILEEN M
PRINTED TO ORDERS 2E	03/29/05 07:11		
COMPLETE/UPDATE	04/21/05 17:13	CORNIA, PAUL B	CORNIA, PAUL B

## PATIENT NAME AND ADDRESS (Mechanical imprinting, if available)

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P. 3 of 8

*The lower intestinal surgery  
caused by trailer activator failure  
by Comfort Campbell*

# Consult Request

Printed On Dec 22, 2008

## GENERAL APPEARANCE AND MENTAL STATUS:

NORMAL NOT NORMAL COMMENTS:

CARDIAC	[xx]	[ ] rrr s1 s2 occ ectopy, no mgr
LUNGS	[xx]	[ ] cta no wr
EXTREMITIES	[xx]	[ ] no edema

## LABS &amp; STUDIES

Hct: 42.7 %	(04/21/2005 14:23)
WBC: 8.8 K/uL	(04/21/2005 14:23)
Platelets: 251 K/uL	(04/21/2005 14:23)
PT: _____	
PTT: _____	
INR: _____	
Na: 139 mEq/L	(04/21/2005 14:23)
Cl: 104 mEq/L	(04/21/2005 14:23)
BUN: 16 mg/dL	(04/21/2005 14:23)
Glucose: 96 mg/dL	(04/21/2005 14:23)
K: 4.2 mEq/L	(04/21/2005 14:23)
HCO3: _____	
Cr: 0.8 mg/dL	(04/21/2005 14:23)
CO2: 26.0 mEq/L	(04/21/2005 14:23)
ECG: nsr, 1st degree avb, no q waves	

## ASSESSMENT/PLAN

Problem 1: Preoperative cardiac risk assessment  
 Clinical predictors - minor (age)  
 Type of surgery - low/intermediate risk  
 Functional status - Good > 4 METs (self report)

## Recommendations:

- According to AHA/ACC guidelines, this patient may proceed to surgery without further cardiac testing.
- Cardiac risk <1 % (Revised cardiac risk index - Lee et al).

Thank you for this consultation, please call with questions.

/es/ PAUL B CORNIA  
 Attending MD, GIMC

Signed: 04/21/2005 17:13

===== END =====

Current Pat. Status: Outpatient

## PATIENT NAME AND ADDRESS (Mechanical Imprinting, if available)

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P-4 of 8

*# 8**Page 5 of 8*

# Surgical Information

Printed On Dec 22, 2008

Packing: NONE

Blood Loss: 0 ml

Urine Output: 0 ml

Postoperative Mood: SEDATED

Postoperative Consciousness: AWAKENING

Postoperative Skin Integrity: INTACT

Sequential Compression Device: YES

## Nursing Care Comments:

see preop nursing assessment note on chart. pt verified id, npo, nkda operative procedure as bilateral inguinal hernia repair. pt to or bed per self w/ minimal assistance supine w/ pillow under head, bilateral arms padded and secured at sides by cook rn and tatum md. pillow under knees and lower legs, foam under ankles floating heels. 1gm cefazolin to anesthesia for preop infusion. pt hard of hearing, amplified and earphones used to facilitate communication. after induction, 16fr foley inserted w/o difficulty, balloon tested, clear yellow return to urimeter after balloon inflated. continues to flow clear yellow at 0830. ted and scd applied to bilateral legs.

0.25% bupivacaine w/ 1:200,000 epinephrine to sterile field, 8cc infiltrated by surgeons.

## implants:

davol, bard 3DMax mesh right medium 8.5cmx 13.7cm ref#0115320 lot# 43GOD329 exp 2007-07.

davol, bard 3DMax mesh left medium 8.5cm x 13.7cm ref#0115310 lot# 43HOD306 exp 2007-08.

/es/ BARBARA M COOK

rn

Signed: 04/25/2005 10:02

04/28/2005 ADDENDUM

STATUS: COMPLETED

The Anesthesia Technique(s) subfile was changed as follows:

The following Anesthesia Technique was ADDED:

Anesthesia Technique: GENERAL

/es/ JOYCE S HENDERSON

SUPERVISORY PROGRAM ASSISTANT

Signed: 04/28/2005 08:25

-----  
Addendum to NURSE INTRAOPERATIVE REPORT  
-----

LOCAL TITLE: Addendum

PATIENT NAME AND ADDRESS (Mechanical Imprinting, if available)

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*Page 5 of 8*

*#8*  
**Surgical Information**

Printed On Dec 22, 2008

Valid Consent/ID Band Confirmed By: COOK, BARBARA M  
Mark on Surgical Site Confirmed: YES  
Marked Site Comments: NO COMMENTS ENTERED

Preoperative Imaging Confirmed: YES  
Imaging Confirmed Comments: NO COMMENTS ENTERED

Time Out Verification Completed: YES  
Time Out Verified Comments:  
cook rn, price md, tatum md @ 0744.

Skin Prep By: COOK, BARBARA M Skin Prep Agent: IODINE & ALCOHOL  
Preop Shave By: DROESCH, JOHN

Surgery Position(s):  
SUPINE Placed: N/A

Restraints and Position Aids:  
SAFETY STRAP Applied By: N/A

Electrocautery Unit: 11  
ESU Coagulation Range: 0-25  
ESU Cutting Range: 0-25  
Electroground Position(s): RIGHT POST THIGH

Tubes and Drains:  
none

Irrigation Solution(s):  
LACTATED RINGERS

Sponge Count Correct: YES  
Sharps Count Correct: YES  
Instrument Count Correct: NOT APPLICABLE  
Counter: BALDWIN, GAYLE S  
Counts Verified By: COOK, BARBARA M

Dressing: Dermabond  
Packing: NONE

Blood Loss: 0 ml Urine Output: 0 ml

Postoperative Mood: SEDATED  
Postoperative Consciousness: AWAKENING  
Postoperative Skin Integrity: INTACT

PATIENT NAME AND ADDRESS (Mechanical imprinting, if available)

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RENTON, WASHINGTON 98058-0903  
519224876

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# Surgical Information

*Preparation for Right & left lower  
inguinal surgery*  
Printed On Dec 22, 2008

Sequential Compression Device: YES

Nursing Care Comments:

see preop nursing assessment note on chart.pt verified id, npo, nkda operative procedure as bilateral inguinal hernia repair. pt to or bed per self w/ minimal assistance supine w/ pillow under head, bilateral arms padded and secured at sides by cook rn and tatum md. pillow under knees and lower legs, foam under ankles floating heels. 1gm cefazolin to anesthesia for preop infusion. pt hard of hearing, amplified and earphones used to facilitate communication. after induction, 16fr foley inserted w/o difficulty, balloon tested, clear yellow return to urimeter after balloon inflated. continues to flow clear yellow at 0830. tted and scd applied to bilateral legs.

0.25% bupivacaine w/ 1:200,000 epinephrine to sterile field, 8cc infiltrated by surgeons.

implants:

davol, bard 3DMax mesh right medium 8.5cmx 13.7cm ref#0115320 lot# 43GOD329 exp 2007-07.

davol, bard 3DMax mesh left medium 8.5cm x 13.7cm ref#0115310 lot# 43HOD306 exp 2007-08.

/es/ BARBARA M COOK

rn

Signed: 04/25/2005 10:02

04/25/2005 ADDENDUM

STATUS: COMPLETED

The Nursing Care Comments field was changed

>> from original Nursing Care Comments text:

see preop nursing assessment note on chart.pt verified id, npo, nkda operative procedure as bilateral inguinal hernia repair. pt to or bed per self w/ minimal assistance supine w/ pillow under head, bilateral arms padded and secured at sides by cook rn and tatum md. pillow under knees and lower legs, foam under ankles floating heels. 1gm cefazolin to anesthesia for preop infusion. pt hard of hearing, amplified and earphones used to facilitate communication. after induction, 16fr foley inserted w/o difficulty, balloon tested, clear yellow return to urimeter after balloon inflated. continues to flow clear yellow at 0830. tted and scd applied to bilateral legs.

0.25% bupivacaine w/ 1:200,000 epinephrine to sterile field, 8cc infiltrated by surgeons.

implants:

davol, bard 3DMax mesh right medium 8.5cmx 13.7cm ref#0115320 lot# 43GOD329 exp 2007-07.

davol, bard 3DMax mesh left medium 8.5cm x 13.7cm ref#0115310 lot# 43HOD306 exp 2007-08.

>> to updated Nursing Care Comments text:

see preop nursing assessment note on chart.pt verified id, npo, nkda

PATIENT NAME AND ADDRESS (Mechanical imprinting, if available)

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*p.7 of 8*

# Surgical Information

Printed On Dec 22, 2008

STANDARD TITLE: ADDENDUM

DATE OF NOTE: APR 28, 2005@08:25:39

ENTRY DATE: APR 28, 2005@08:25:39

AUTHOR: HENDERSON, JOYCE S

EXP COSIGNER:

URGENCY:

STATUS: COMPLETED

SUBJECT: Case #: 88659

The Anesthesia Technique(s) subfile was changed as follows:

The following Anesthesia Technique was ADDED:  
Anesthesia Technique: GENERAL

/es/ JOYCE S HENDERSON  
SUPERVISORY PROGRAM ASSISTANT  
Signed: 04/28/2005 08:25

=====  
--- Original Document ---

04/25/05 NURSE INTRAOPERATIVE REPORT:  
Operating Room: OR 3

Patient in Hold: APR 25, 2005 06:56  
Operation Begin: APR 25, 2005 08:12

Surgical Priority: ELECTIVE

Patient in OR: APR 25, 2005 07:35  
Operation End: APR 25, 2005 09:55  
Patient Out OR: APR 25, 2005 10:00

*Surgery performed  
Plaintiff was released  
from hospital on 4/28/05*

Major Operations Performed:  
Primary: LAPAROSCOPIC BIH REPAIR

Wound Classification: CLEAN  
Operation Disposition: PACU (RECOVERY ROOM)  
Discharged Via: STRETCHER

Surgeon: DROESCH, JOHN  
Attend Surg: TATUM, ROGER P  
Anesthetist: PRICE, CHRISTINE H

First Assist: MORLOCK, ASHLEY  
Second Assist: N/A  
Assistant Anesth: N/A

OR Support Personnel:  
Scrubbed  
BALDWIN, GAYLE S ()

Circulating  
COOK, BARBARA M ()  
MCISAAC, MARY K ()

Other Persons in OR:  
wedlock, lois (autosuture)

Preop Mood: ALERT  
Preop Skin Integ: INTACT

Preop Consc: ALERT-ORIENTED  
Preop Converse: N/A

PATIENT NAME AND ADDRESS (Mechanical imprinting, if available)

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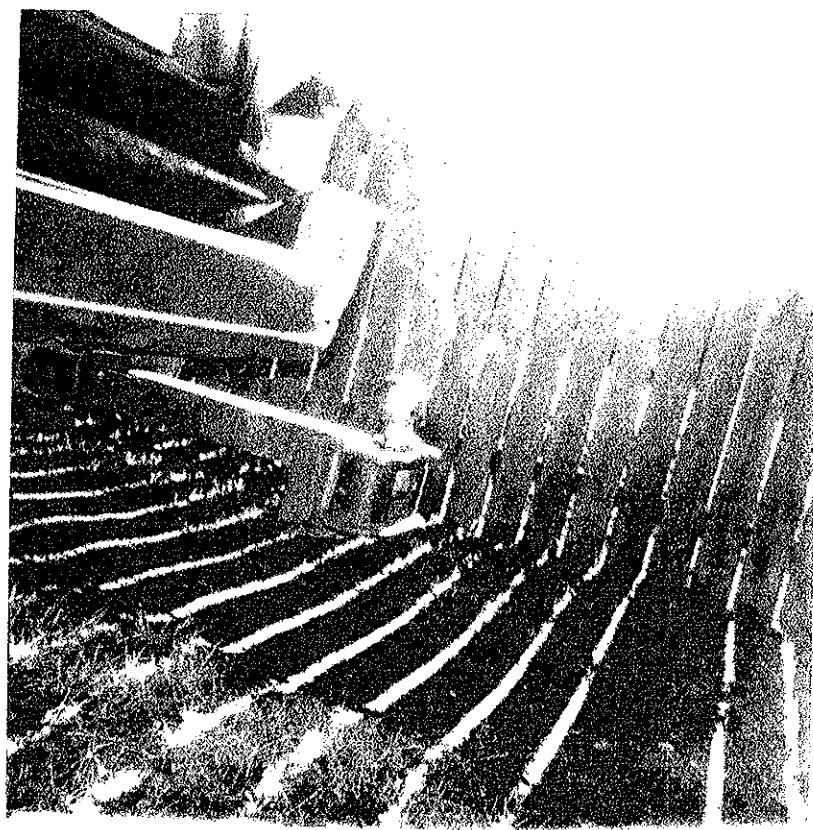
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*Page 8 of 8*



EXHIBIT # 4



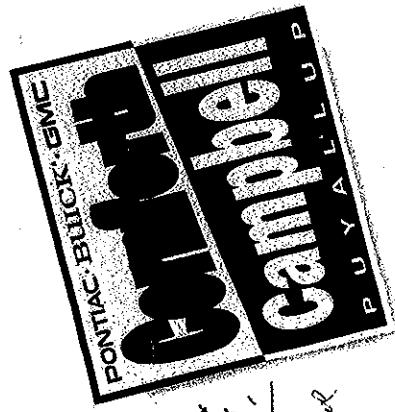
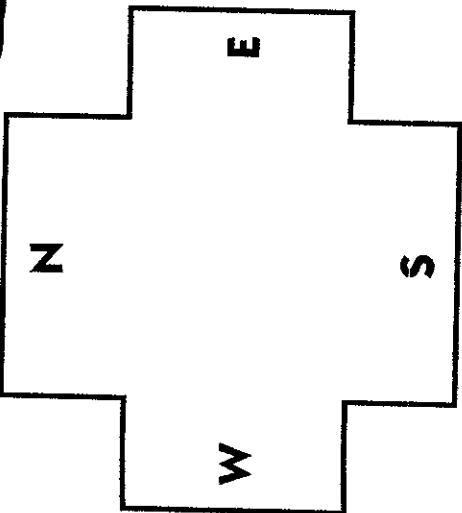


exhibit #1

Accident = → soon as possible  
This appears to be preparation  
for the future SAP for greater  
possessing vehicles from Cornforth-  
Campbell.

Plaintiff paid this amount after proclaimed  
to the Court.



Draw a diagram of the accident showing the direction of the vehicles and the point of accident. Show street names and location of street signs, stop signs, lights, etc.

**OTHER VEHICLE:**

- Stopped in traffic
- Moving
- Legally parked

Describe any other damage or pertinent information below:

---

---

---

---

---

---

**ACCIDENT RECORD**

In case of an accident,  
be prepared with this  
handy record keeper.

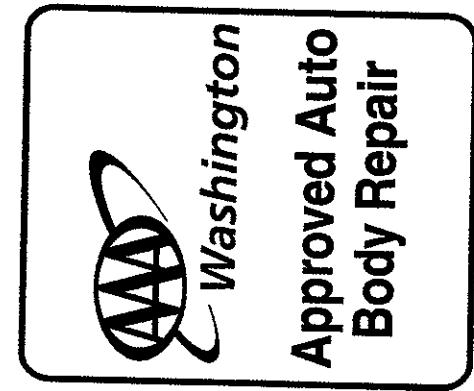


**COMPLIMENTS OF:**

Kurt Johnson, Manager  
Cornforth-Campbell Collision Center  
Corner of East Pioneer & 2nd St. S.E.  
in downtown Puyallup

**PHONE:**  
(253) 848-7139

**HOURS:**  
Monday-Friday 8 AM-5:15 PM



**ACCIDENT INFORMATION****When did the accident happen?**

Date \_\_\_\_\_

Time \_\_\_\_\_

**Where did it happen?**

Street(s) \_\_\_\_\_

City \_\_\_\_\_

**Was anyone injured?**

Pedestrian? \_\_\_\_\_

Your Passenger? \_\_\_\_\_

Other? \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

**Was there a witness?**

Name \_\_\_\_\_

Address \_\_\_\_\_

**Was there a police report taken?**

Department \_\_\_\_\_

Report # \_\_\_\_\_

Officer \_\_\_\_\_ Badge # \_\_\_\_\_

**THE OTHER PARTY**

Name \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_

DL# \_\_\_\_\_

DOB \_\_\_\_\_

Registered owner of vehicle: \_\_\_\_\_

Insurance Company \_\_\_\_\_  
Policy Number \_\_\_\_\_**THE OTHER AUTO**

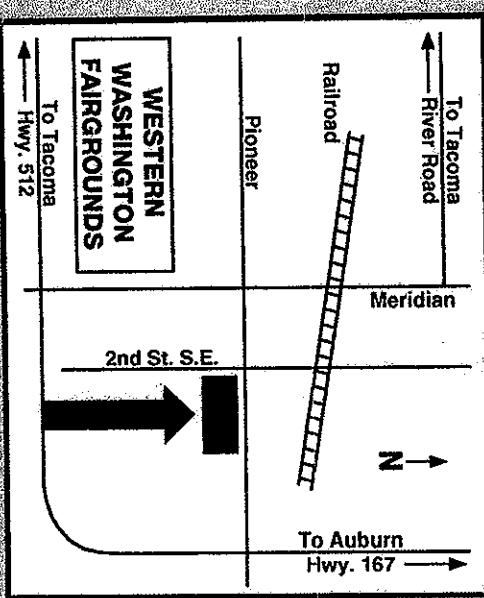
License # \_\_\_\_\_

State \_\_\_\_\_

Year \_\_\_\_\_ Make/Model \_\_\_\_\_

Color \_\_\_\_\_

Number of passengers \_\_\_\_\_


**WESTERN  
FAIRGROUNDS**
To Tacoma  
Hwy. 512
**Corner of East Pioneer & 2nd St. S.E.  
in downtown Puyallup**  
**Phone (253) 848-7139**

## More performance when you expect it.

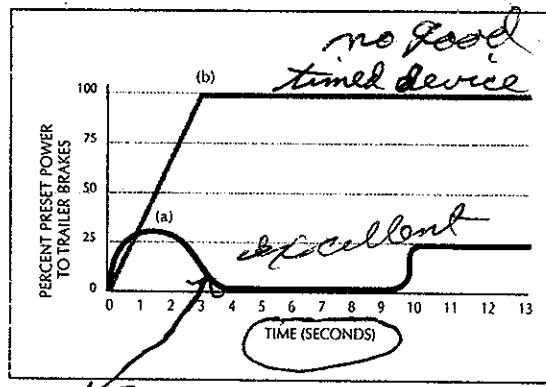
Most stops aren't emergencies. They're part of everyday driving, and a proportional control can make everyday driving much more enjoyable. During normal stops, inertia-activated devices sense the slower reduction in reduced forward motion. As the brakes are applied, you get smooth, gradual stopping power every time. (a)

Timed devices, on the other hand, can't sense a change in speed.

Once you put your foot on the brake, they deliver full preset braking power. If a driver has a tendency to ride the brake, timed devices can cause brake pads to glaze. This decreases braking efficiency and increases brake wear. (b)

(10)

## Chart 4 An example of a typical stopping situation



Proportional controls stop trailers at lower speeds by applying only the amount of power required to gradually slow the trailer at the same rate as the tow vehicle.

stopping under control

## Frequently asked questions (continued)

**How does the brake control operate?** It is electrically connected to the tow vehicle's battery, stop (brake) lamp circuit, and to the brakes on a trailer through the electric trailer connector. A properly-installed control activates a trailer's electric brakes each time the brakes on the tow vehicle are applied. It can also be used to apply trailer brakes independently from the tow vehicle using a manual override.

**What is a "sync" switch?** Some timed brake control manufacturers allow the driver to adjust the time required to reach full preset power output when the vehicle's brake pedal is depressed. The adjustment can range from 1 to 6 seconds.

(12)

## The "only" name in trailer brake controls

### Self-leveling proportional brake control

Very Best

#### PRODIGY®

- Motion control technology similar to the system in guided missiles
- Consistently applies power to brakes in proportion to vehicle's deceleration
- The only inertia control that works proportionately when backing up
- Controls brakes on one- to four-axle trailers
- Constantly adjusts to varying terrains
- Exclusive boost feature for more initial braking power when towing loaded trailers
- Digital display shows voltage delivery during braking
- Continuous diagnostic program checks for proper connection and operation
- Limited lifetime warranty



Prodigy

(13)

exhibit #3

P-3

7007 2560 0000 6263 8824



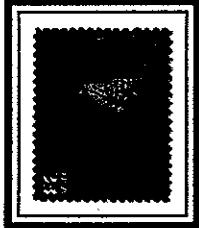
UNITED STATES  
POSTAL SERVICE

1006

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